

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
Sub: IFB No. CDI7409P16

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.: CDI7409P16

2.0 Description of Work/ Service: HIRING SERVICES OF 1(ONE) NO. BRAND NEW TRUCK MOUNTED DIESEL HYDRAULIC TELESCOPIC BOOM CRANE HAVING LIFTING CAPACITY OF MINIMUM 40(FORTY) METRIC TONNES AT 3(THREE) METERS OPERATING RADIUS (85 % RATING) ON FULLY EXTENDED OUTRIGGERS AND WITH 360 DEGREE CONTINUOUS FULL CAPACITY SLEW, MAXIMUM BOOM LENGTH NOT LESS THAN 30(THIRTY) METERS AND MAXIMUM OPERATING RADIUS NOT LESS THAN 30(THIRTY) METERS, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.

3.0	Type of Bid	SINGLE STAGE TWO BID SYSTEM
4.0	Bid Closing Date & Time	28.07.2015 at 11.00 AM (IST) (Server Time)
5.0	Bid Opening Date & Time	28.07.2015 at 2.00 PM (IST) (Server Time)
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 Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
9.0	Bid Validity	180 days from the date of opening of Bid.
10.0	Mobilisation Period	06 months from the date of issue of LOA.
11.0	Bid Security	Rs.2,80,000.00

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

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

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

12.0	Bid Security Validity	Minimum 210 days from the date of opening of Bid i.e. minimum up to 22.02.2016.
13.0	Amount of Performance Security	7.5% of one year contract value.
14.0	Validity of Performance Security	Six months after the expiry of the tenure of the contract.
15.0	Quantum of Liquidated Damage for default in timely mobilization	0.5% of 1st year contract value including mobilization charges for delay per week or part thereof subject to maximum of 7.5% of 1st year contract value.
16.0	Bids to be addressed to	Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.

17.0 Integrity Pact:

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

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

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

19.0 IMPORTANT NOTES:

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

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

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

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

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

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

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

20.0 SCREEN SHOTS:

Go to this Tab “Technical RFx Response” for Uploading “Un-priced Techno-commercial Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Price Bid” files.

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

BID ON “EDIT” MODE

Area for uploading Un-Priced Techno-Commercial Bid*

Area for uploading Priced Bid**

Note :

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

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

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

**HEAD-CONTRACTS
FOR RESIDENT CHIEF EXECUTIVE**

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

**IFB NO.CDI7409P16
INSTRUCTION TO BIDDERS**

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

2.0 BIDDING DOCUMENTS:

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

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS:

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

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

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of Bid Security should be sent separately to reach on or before 12.45 PM(IST) on the Bid closing/opening date.
- (vi) Integrity Pact.

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

(B) PRICED BID:

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

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

6.0 PERIOD OF VALIDITY OF BIDS:

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

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

7.0 FORMAT AND SIGNING OF BID:

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

8.0 SUBMISSION OF BIDS:

8.1 Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3 digital certificate with organization’s Name” digital certificates [e commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India while uploading the bid. **Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.**

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

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

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

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

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

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

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

9.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

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

10.0 LATE BIDS:

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

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

12.0 EXTENSION OF BID SUBMISSION DATE:

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

13.0 BID OPENING AND EVALUATION:

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

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

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

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

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

14.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

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

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

16.0 NOTIFICATION OF AWARD:

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

17.0 SIGNING OF CONTRACT:

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

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

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

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

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

18.0 REFUND OF BID SECURITY:

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

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

19.0 GENERAL CONDITIONS:

19.1 In case bidder takes exception to any clause of the bidding document not covered under BEC / BRC, then the Company has the right discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the bidder.

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

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

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

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

21.0 BACKING OUT BY BIDDER:

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

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

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

23.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI-Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(Note: . SHRI RAGHAW SHARAN PANDEY, IAS(Retd.), e-Mail ID : rspandey_99@yahoo.com & SHRI RAJIV MATHUR, IPS(Retd.),e-Mail ID : rajivmathur23@gmail.com have been appointed as Independent External Monitors).

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 bidder(s) without which the same will be considered as non-responsive and rejected.

1.1 TECHNICAL:-

1.1.1 Average Annual Financial Turnover during last 03 (three) financial years ending **31.03.2014** must be at least **Rs.42.00 lakhs (Rupees Forty Two Lakhs)** for the bidder.

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

Bids received with Average Annual Financial Turnover less than that mentioned above shall be rejected straightway.

1.1.2 The bidder shall be in the business of providing similar services to Public Sector Undertaking(PSU) / Central Government / State Government Organization/ Corporations having the experience of successfully executing the following assigned SIMILAR work(s) during the last 7(seven) years as on the bid closing date

- (a) One executed work of value not less than **Rs.112.00 lakhs (Rupees One Hundred Twelve Lakhs).**
Or
- (b) Two executed works of value not less than **Rs. 70.00 lakhs (Rupees Seventy Lakhs) each.**
Or
- (c) Three executed works of value not less than **Rs. 56.00 lakhs (Rupees Fifty Six Lakhs) each.**

NOTE TO ABOVE CLAUSE NO. 1.1.2 :-

A. "Similar Works" means - Services of providing Crane or any other Transport Services involving Heavy Vehicle(s) / Logistic equipment.

B. Documentary evidence must be submitted along with the Technical Bid. The documentary evidence must be in the form of Job Completion certificate /Gross payment certificate etc. as applicable showing amongst others the following:

- (a) Gross value of job done / Gross payment certificate within the time span as per NIT.
- (b) Nature of job done
- (c) Time span of job done [refer point (C) below].

LOI(LETTER OF INTENT)/LOA (LETTER OF AWARD), WORK ORDER COPY IS NOT ACCEPTABLE.

C. Bidder must be in the business of providing services on similar works as defined above to PSU / Central Government/ State Government Organization/ Corporations for any length of time during last 7 (seven) years ending on **28.07.2015 i.e. for any length of time within the period of 29.07.2008 to 28.07.2015 (both days inclusive).** During this period of 7 (seven) years, bidder must have successfully carried out job(s) (as defined above) of value either **Rs. 112.00 lakhs under a single contract or Rs. 70.00 lakhs each under 2 (two) separate contracts or Rs. 56.00 lakhs each under 3 (three) separate contracts.** Accordingly, the Starting Date and/or the Job Completion Date of respective contract/s need

not necessarily fall within the seven years period of **29.07.2008** to **28.07.2015**; but the value of job/s done must be of requisite amount as above and within the period mentioned above.

1.1.3 Bidder(s) must offer 1(one) No. crane conforming to the following technical specifications:

a. Brand new truck mounted diesel hydraulic telescopic boom crane (procured and registered after issuance of LOA) having lifting capacity of minimum 40(forty) metric tonnes at 3(three) meters operating radius (85% rating) on fully extended outriggers and with 360 degree continuous full capacity slew. **LATTICE BOOM CRANE NOT ACCEPTABLE.**

b. Lifting capacity of minimum 20(twenty) metric tonnes at 6(six) meters operating radius and to a height of lift of minimum 15(fifteen) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.

c. Lifting capacity of minimum 6(six) metric tonnes at 12 (twelve) meters operating radius and to a height of lift of minimum 30(Thirty) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.

d. Hydraulically operated telescopic full power non-pinning boom of maximum length not less than 30(thirty) meters.

e. Maximum operating outreach (operating radius) not less than 30(thirty) meters.

f. Power hoisting and lowering.

g. Weight as minimum as possible; preferably not to exceed 40(forty) metric tonnes.

h. Rating not to exceed 85% (eighty five percent).

i. Drive - minimum 6 x 4 drive with full width carrier cab. Steering-preferably Right hand drive.

j. Crane equipped with electronic Safe Load Indicator (SLI) system complete with over-hoisting and over-lowering protections.

NOTE TO ABOVE CLAUSE NO. 1.1.3 :-

i. Manufacturer's original printed technical leaflet/brochure of the crane containing above details are to be submitted along with the bid.

ii. Crane parameters including SLI calibration in Metric system is preferred. However, same shall not have any load bearing in bid evaluation

iii. 'Boom Tip Height' is considered as 'Height of Lift' indicated above.

iv. FOR DETAILED SPECIFICATIONS, REFER CLAUSE (BB) OF PART-III.

1.2 COMMERCIAL:

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

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

Any Bid accompanied by bid security with (i) validity shorter than 210 days from the date of technical Bid opening(in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 210 days from the date of Technical bid opening i.e minimum up to 22.02.2016.

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

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

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

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

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

1.2.8 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 Fixed Charge per Crane per month & Running Charge per km per Crane 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.

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

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

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

1.2.10 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 of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

1.2.11 Bids received without original Bid Security within 12.45 HRS(Server Time) on the bid closing/ opening date shall be straightway rejected.

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 crane per month x 48 months ----- (A)
(Crane for 24 hrs. with the services of operating crew for 12-hrs. duty every day throughout the month)
- (ii) Running charge per Km per crane x 1200 Kms per month x 48 months ----- (B)
(For movement of the crane from one work site to another)
- (iii) Over time rate per hour x 60 hours per crane per month x 48 months ----- (C)
(For operating crane & operating crew beyond 12 hours of 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 prices quoted for the particular item. The Bid Price per Crane will be worked out as below: -

$$\text{BID PRICE PER CRANE} = (A) + (B) + (C)$$

$$\text{TOTAL BID PRICE} = \text{BID PRICE PER CRANE} \times 1$$

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

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 **01 (one) No. of Crane**.
 - (c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.
 - (d) No preference will be given for higher capacity cranes than that as specified in the IFB.
-

**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 1(ONE) NO. BRAND NEW TRUCK MOUNTED DIESEL HYDRAULIC TELESCOPIC BOOM CRANE HAVING LIFTING CAPACITY OF MINIMUM 40(FORTY) METRIC TONNES AT 3(THREE) METERS OPERATING RADIUS (85% RATING) ON FULLY EXTENDED OUTRIGGERS AND WITH 360 DEGREE CONTINUOUS FULL CAPACITY SLEW, MAXIMUM BOOM LENGTH NOT LESS THAN 30(THIRTY) METERS AND MAXIMUM OPERATING RADIUS NOT LESS THAN 30(THIRTY) METERS, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.

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.

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

- i) Carriage of unauthorised passengers by the Transport Supplier while under this agreement with the Company;
- ii) Unauthorised 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) Head-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 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.

- iii) Head-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, Drives, 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 Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the 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 unauthorised and untimely release of vehicle(s)/equipment on any day without prior permission and authorisation 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 authorisation 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 unauthorised/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(SOQ) 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. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Transport Supplier on all such accounts. 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 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 Cranes 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.

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 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 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 **7.5% of one year contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/BANK GUARANTEE valid beyond six months 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 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 Head-Transport. However, this will not be applicable in case of

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

13.0 ARBITRATION AND CONCILIATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, 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.

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.

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:

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

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 the first year 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 first year Contract value (including mobilization cost).

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

SIGNED & DELIVERED FOR AND ON BEHALF OF _____
(Signature of Contractor or his/her/
their legal Attorney)

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

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Name of Witness)

Date_____

(Signature of Witness)

(Full Name of Signatory)

Address:-

SIGNED & DELIVERED FOR AND ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Date: _____

Designation: _____

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

DESCRIPTION OF WORK/ SERVICE:: HIRING SERVICES OF 1(ONE) NO. BRAND NEW TRUCK MOUNTED DIESEL HYDRAULIC TELESCOPIC BOOM CRANE HAVING LIFTING CAPACITY OF MINIMUM 40(FORTY) METRIC TONNES AT 3(THREE) METERS OPERATING RADIUS (85% RATING) ON FULLY EXTENDED OUTRIGGERS AND WITH 360 DEGREE CONTINUOUS FULL CAPACITY SLEW, MAXIMUM BOOM LENGTH NOT LESS THAN 30(THIRTY) METERS AND MAXIMUM OPERATING RADIUS NOT LESS THAN 30(THIRTY)METERS, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.

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

Item No.	Description of Services	UOM	Quantity
10	FIXED CHARGE PER CRANE PER MONTH [Crane for 24 hours with services of operating crew for 12 hours duty everyday throughout the month. Operating crew for each crane shall comprise of at least 1(one) experienced operator and 3(three) helpers]. At tendered cost of HSD.	MON	48
20	RUNNING CHARGE PER KM PER CRANE AT TENDERED COST OF HSD (For movement of the crane from one work site to other)	KM	57600
30	OVERTIME PER HOUR (For operating crane & operating crew beyond 12 hours duty on any day.)	HR	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 shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
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: - a) Reimbursement / deduction on the Running Charge per km per Crane and the Fixed Charge per month per Crane will be applicable if the diesel price changes plus or minus 5% (five percent) over the tendered fuel cost. However, the lower threshold limit of running charge is limited to 0(zero). The applicable rates of variation will be as under: i) Increase/ Decrease in fixed charge / month / Crane for Re. 1.00 variation in fuel price : Rs. 1685.40 ii) Increase/ Decrease in running charge / km / Crane for Re. 1.00 variation in fuel price : Rs. 0.70 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. 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. 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.
5. Operating crew for each crane shall comprise of at least 1(one) experienced operator and 3(three) helpers.
6. The Bidder(s) / Contractor(s), irrespective of their quoted rates should undertake to pay monthly wages & overtime to his/ her/their crew/staff engaged under this contract as per provisions of MOS dated 24.01.2014, copy of which is available at the office of Head-Contracts. Present applicable wage rates are given below: Monthly Wages: Operator : Not less than Rs.11221.08 per month per Operator for 8 hours duty everyday throughout the month for the years 2015 . Helper : Not less than Rs.6671.08 per Helper for 8 hours duty everyday throughout the month for the years 2015 . Note:The rates of wages & O.T. shall accordingly be revised/amended from time to time against such revision as notified by Govt. of India.
7. The Bidder(s) / Contractor(s) should undertake to pay the monthly wages to the Operator(s) / Helpers through Cheque and undertake to provide the details (as per OIL's format) along with the monthly bills.
8. Vintage of Equipment/ Vehicle(s): Brand New Cranes procured & registered after issuance of LOA.
9. Mobilisation Period: 06(six) months from the date of issue of LOA.
10. Tenure of Agreement: 48 months from the date of placement of first Crane into Company's services.
11. Tendered cost of Fuel per litre: Rs. 54.89 per liter (HSD)
12. Area of Operation: OIL's operational areas in Assam & Arunachal Pradesh.
13. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

**OIL INDIA LIMITED
(A Govt. of India Enterprise)
DULIAJAN (ASSAM)**

**PART - III (SCC)
PART-III PARTICULARS SPECIFICATIONS AND INSTRUCTIONS**

DESCRIPTION OF SERVICES:

HIRING SERVICES OF 1(ONE) NO. BRAND NEW TRUCK MOUNTED DIESEL HYDRAULIC TELESCOPIC BOOM CRANE HAVING LIFTING CAPACITY OF MINIMUM 40(FORTY) METRIC TONNES AT 3(THREE) METERS OPERATING RADIUS (85% RATING) ON FULLY EXTENDED OUTRIGGERS AND WITH 360 DEGREE CONTINUOUS FULL CAPACITY SLEW, MAXIMUM BOOM LENGTH NOT LESS THAN 30(THIRTY) METERS AND MAXIMUM OPERATING RADIUS NOT LESS THAN 30(THIRTY) METERS, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.

AA: BIDDER MUST INDICATE THE FOLLOWING:**1. MAKE & MODEL OF THE CRANE OFFERED (TO BE FILLED BY THE BIDDER IN THE BOX BELOW):**

--

BB: TECHNICAL -

The crane offered shall meet the following specifications -

- 1. Brand new truck mounted diesel hydraulic telescopic boom crane (procured and registered after issuance of LOA) having lifting capacity of minimum 40(forty) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360 degree continuous full capacity slew. LATTICE BOOM CRANE IS NOT ACCEPTABLE. FLY JIB NOT REQUIRED.**
- 2. Lifting capacity of minimum 20(twenty) metric tonnes at 6(six) meters operating radius and to a height of lift of minimum 15(Fifteen) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.**
- 3. Lifting capacity of minimum 6(six) metric tonnes at 12 (twelve) meters operating radius and to a height of lift of minimum 30(Thirty) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.**
- 4. Hydraulically operated telescopic full power non-pinning boom of maximum length not less than 30(thirty) meters.**
- 5. Maximum operating outreach (operating radius) not less than 30(thirty) meters.**
- 6. Power hoisting and lowering.**
- 7. Slew Lock (House Lock).**
- 8. Full capacity counter weight for maximum rated load lifting.**
- 9. Weight as minimum as possible; preferably not to exceed 40(Forty) metric tonnes.**
- 10. Rating not to exceed 85% (eighty five percent).**
- 11. Drive - minimum 6 x 4 drive with full width carrier cab. Steering-preferably Right hand drive.**

12. Crane equipped with electronic Safe Load Indicator (SLI) system complete with over-hoisting and over-lowering protections (SLI calibration preferably in Metric system).
13. Overall width & overall length as minimum as possible; within approximately 2600 mm & 13000 mm respectively. Outrigger lateral span within approximately 6500 mm.
14. Full capacity (40MT) hook block.
15. Audio-visual alarm for reversing.
16. All standard lightings, fittings & accessories (as per Motor Vehicle Act), two large Rear View Mirrors, Towing hook, First Aid Box, Fire Extinguisher, two Flood Lights at rear top of operator's cabin for night operation, etc.

NOTE (A): -

- i. Crane parameters including SLI calibration in Metric system is preferred. However, same shall not have any load bearing in bid evaluation
- ii. 'Boom Tip Height' is considered as 'Height of Lift' indicated above.

NOTE (B): -**INFORMATION / DOCUMENTS TO BE SUBMITTED ALONG WITH BID -**

In addition to the documents in support of turnover and experience, etc. as required under BRC, bidders are also required to submit the following along with the bid.

1. Make & Model of crane offered (as in Clause AA above).
2. Manufacturer's original printed technical leaflet/brochure of the crane containing all above technical details amongst others.
3. Duly filled up Annexure-A provided with the bid documents.

CC. INSPECTION, DOCUMENTATION & STATUTORY COMPLIANCES -

1. The crane shall at all times be COMPREHENSIVELY INSURED by the contractor against all risks at his/her/their own cost. Each crane shall also possess all valid statutory certificates viz. Registration, Pollution, Fitness, Permits, Load Test certificate, etc. throughout the contractual period.
2. The crane shall be duly inspected / tested by the company before accepting any unit for its operation. Such inspection/test shall be carried out entirely at contractor's risk. Any crane found deficient or defective in any manner shall not be accepted until such deficiency is completely rectified to the satisfaction of the company. Inspection / testing shall include amongst other operational testing of all functions of the crane unit, load testing, verification of all test certificates, etc.
3. At the time of above inspection during placement, copy of Sale Certificate (Form 21 or equivalent) and original copy of Certificate of Origin, Machine History Sheet/ Machine Build-up Document, etc. as applicable and as issued by the crane manufacturer shall be submitted amongst other relevant certificates/documents required for inspection.
4. IN ADDITION TO THE INSPECTION AT THE TIME OF PLACEMENT, THE CRANE SHALL BE INSPECTED EVERY THREE MONTHS THEREAFTER OR AS & WHEN CONSIDERED NECESSARY BY THE COMPANY 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 COMPANY.

5. At the time of each inspection (during initial placement as well as subsequent inspections), all certificates/documents detailed at Clause CC.1 above as well as other documents viz. driver's license, etc. shall be submitted in original for inspection/verification.

DD: TERMS & CONDITIONS AND OTHER COMPLIANCES -

1. The contractual period of the Contract Agreement shall be counted from the date of placement of the crane into company's service.
2. The crane/s shall be used for jobs like loading, unloading, shifting, aligning, handling, placing etc. of all types of company's materials in OIL areas of activities in ASSAM & ARUNACHAL PRADESH.
3. The operating crew for the crane shall comprise of at least 1(one) experienced operator and 3(three) helpers/jugalties (crane for 24 hrs with services of operating crew for 12 hours duty everyday throughout the month).
4. The duty timing for deployment of operating crew on 12(Twelve) hours basis shall be decided by the company and shall be binding on the contractor. The same may be changed from time to time at the discretion of company.
5. For day to day operations, the crane/s shall have to move from one place to another. Contractor shall ensure that the time taken by the crane/s for such movement does not exceed the normal travelling time. The "Normal Travelling Time" shall be computed as per standard average speed.
6. For proper & efficient functioning of the crane services, contractor shall engage skilled supervisory staff/representative and furnish along with related Power of Attorney /Affidavit the name and specimen signature of such staff who will be in charge of obligations, including preparing bills, receive cheques, etc.
7. Contractor's representative/supervisor shall report everyday to Transport Department for receiving instructions for duties of the crane allotted for day-to-day operations.
8. Contractor/his supervisor/representative shall freely consult with company's engineer and other officers/staff regarding ways and means to improve the quality of services to company's satisfaction and to maintain a high standard of service and also furnish maintenance/servicing programme of their crane in advance.
9. It will be entirely the responsibility of the contractor/his supervisor/representative to ensure strict adherence to all safety and security measures during operation & movement as well as safety of crew members engaged by him. Contractor and his/her crew shall abide by and comply with all the rules, regulations and guidelines of safety & security measures while on duty as per the Mines Act, any other act or statutory orders or directives issued by competent authority/company's representative/ S&E Department of OIL from time to time.
10. An undertaking of safety measures to be adopted has to be given by the contractor before the commencement of the service under this contract agreement. The format for such declaration is available in Contract Office.
11. Each member of the operating crew when operating the crane/s must be in physically and mentally fit condition and shall not be under influence of intoxication of any type. Any violation of this clause shall make the contractor liable to pay to the company the damages as per clause/clauses defined elsewhere in this Contract Agreement. The crew shall comply with all the requirements as provided in the Motor Vehicle Act and the Rules framed there-under.
12. The crew shall refrain from smoking or carry any inflammable substance at any company's installations.
13. Operation/duty authorised by company shall only be taken as 'Authorised' operation/duty and company shall make payment for such 'Authorised' operation/duty only.
14. For the purpose of payment for the service rendered, contractor shall accept as final the Log Sheets/statements certified by the company for day-to-day operation of the crane/s. Contractor shall maintain triplicate records of such Log Books/statements duly countersigned by company's engineer on day-to-day basis and shall submit the same and bills in such manner as prescribed by the company at the time of commencement of the service or as modified from time to time. While preparing such statements/bills, contractor shall exclude the kilometerage involved on their own account, such as garaging, servicing etc.

15. In case, contractor fails to place any crane for duty in time on any particular day without prior permission from the company, then the delayed placement/duty timings shall not normally be accepted. On such occasions, the crane shall be treated as shutdown and same shall attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified elsewhere in this contract agreement.
16. Similarly, if any crane is found to be deployed for any other duties during the period when released for parking at contractor's yard and/or during the period when allowed for routine servicing/maintenance, then also the crane shall be treated as shutdown and the same shall attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified elsewhere in this contract agreement.
17. During the currency of the Contract Agreement, the contractor shall neither withdraw the crane from service for any reason nor operate the crane for private purpose. Contractor shall not refuse to base & deploy the crane at any station in Assam & Arunachal Pradesh as specified by the company from time to time in connection with company's activities. Contractor shall also not refuse to carryout any job authorised by the company. In case of any such default, the crane shall be treated as shutdown and same shall attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified elsewhere in this contract agreement.
18. The crane shall be free from all financial/legal complications & encumbrances and should there be any interruption in company's jobs due to such complications, on demand, contractor shall compensate the loss to the company as decided by the company.
19. Any loss/damage/pilferage of company's materials during their handling by crane/s shall be on contractor's account and company shall recover the cost of such materials as decided by the company from the bills of the contractor. This will be without any prejudice to any other recourse the company may have or exercise against the contractor.
20. It will be solely the contractor's responsibility to fulfil all legal & statutory obligations/formalities of Central and State governments as well as other statutory bodies for operating the crane, as applicable. Each crane shall possess valid Registration, Pollution, Fitness, Permits, Comprehensive Insurance, Load Test certificate, etc. throughout the contractual period and it shall be the contractor's responsibility to procure and renew such certificates as and when necessary. The operator of each crane shall possess valid HMV Driving Licence (Heavy).
21. It will be also solely the contractor's responsibility to fulfil all legal & statutory obligations/formalities of Central and State governments for operating and plying the crane in Dibrugarh, Tinsukia, Sivasagar and any other districts of Assam & Arunachal Pradesh. Contractor shall obtain and renew the necessary permits etc. required for his/her crew and vehicle/crane to enter and work in Arunachal Pradesh of his/her own.
22. Company shall not be responsible under any circumstances for any claim/compensation that arises due to damages/injury to the contractor's cranes, vehicle, property, operating crew, staff, etc. while on duty.
23. The crane under this contract shall normally be based 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 crane/s 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, contractor shall have to bear the expenditures/arrangements as necessary of his/her own. Similarly, to meet the job requirement, crane/s may be stationed from time to time at Manabhum/Kumchai in Arunachal Pradesh and other areas of OIL activities. In such an event, no extra charges shall be paid to the contractor and the contractor will have to arrange his/her own accommodation etc. for his/her crew, etc.
24. The crane may be allowed to be parked inside company's premises subject to availability of space at the end of duty everyday, but the same shall be absolutely at the risk of the contractor.
25. Contractor shall provide adequate quantity of tools & tackles, slings, hooks and other expedients necessary for loading/unloading of materials by crane to ensure prompt and efficient operations of the crane in prevailing slushy & difficult oilfield areas. Company's engineer / Junior Engineer or any other representative present at site shall have the power to reject any of these items, if found not suitable for use.
26. Contractor shall maintain the crane/s in perfect working condition for the rated capacity & designed efficiency, which is an essential obligation of the contractor.

27. Contractor shall provide necessary safety kits & liveries to his/her crew members. Contractor shall ensure that all the crew members of each crane 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 crane will not be used by the company and such period of non-use shall be treated as shutdown. In case the contractor has any problem in supply of Safety Boots, Safety Helmet etc. to the crew members, he/she may request company to supply the same on chargeable basis.
28. The crew members engaged by the contractor will be required to undergo Mines Vocational Training imparted by the company. Similarly, in case company arranges any safety class / training for the crew members, the contractor shall not have any objection to such training.
29. Contractor shall ensure that his / her crew follow the instruction of the company's Engineer / Junior Engineer present at site. The crew members shall not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer for safe operation.
30. Only adult physically & mentally fit personnel shall be employed as crew member/staff. In no case, minor or adolescent workers shall be allowed to work as crew member/staff. Decision of company's engineer / representative as to the competency & suitability of any such member engaged by the contractor shall be final and binding on the contractor.
31. In order to maintain necessary operational efficiency, contractor is expected to possess a light passenger vehicle (Jeep, Pickup, etc.) or any other light transport arrangement for transportation of fuel, crew, expeditors, maintenance staff or any other assistance required by the crane/s from time to time while on duty.
32. Contractor shall not refuse to operate his/her crane/s in slushy, muddy, and underfoot plinth conditions prevailing in oilfield areas, if company engineer certifies the condition of plinth.
33. Each and every crane shall have provision of audio-visual alarm for reversing. Reflecting tapes for easy identification from a distance shall be fixed at rear, front and either side of the crane.
34. Operator of each crane shall possess valid HMV Driving Licence (Heavy); in no circumstances an operator shall be allowed to operate a crane without having a valid driving licence. In such a default, the crane shall be treated as shutdown.
35. Crew for the crane shall comprise of 1(one) operator and 3(three) helpers/juglies. In case the minimum 3(three) helpers/juglies are not available, the crane shall not be allowed to operate and shall be treated as shutdown. However, in case of emergency when situation arises to utilise the service of the crane even with 2(two) helpers/juglies, a penalty of Rs. 300/- (Rupees three hundred only) per crane per day or part thereof will be imposed. In no case a crane with less than 2(two) helpers/juglies shall be accepted and allowed to work.
36. The inscription "ON OIL INDIA LTD. DUTY" shall be painted prominently at front, rear and on either side of the crane.
37. The lifting tackles such as ropes, slings, chains, shackles etc. should be as per BIS. The company's Engineer / Junior Engineer present at site shall have the power to reject any of these lifting equipment, if found not suitable for use.
38. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor and to be countersigned by competent official from the company.
39. Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.

EE: 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 **Head-Contracts / Head-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 **03(three) 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**. However the decision on the implementation or otherwise will depend on the outcome of the litigation which is sub-judice with the concerned ESI authority.
- (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.
- (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.

ANNEXURE-A (DETAILS OF BIDDER)
(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)
(Ref. Note (B) to Clause BB, Part-III of Bid Document)

a.	Name of the bidder / firm	
b.	Registered postal address with PIN code	
c.	Telephone No.	
d.	Mobile No.	
e.	e-mail ID	
f.	Fax No.	
g.	Contact Person	
h.	Contact person's contact No.	
i.	PAN No.	
j.	Bidder's Bank details:	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:
k.	EMD / Bid Security Details	<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <u>EMD / Bid Security</u> <u>Deposited vide:</u> (Tick ✓ whichever is applicable) </div> <div style="font-size: 3em; margin: 0 10px;">}</div> <div style="flex: 1;"> a. BANK DRAFT b. BANKER'S CHEQUE c. BANK GUARANTEE (BG) d. Online </div> </div> <u>EMD Instrument No. & Date:</u> <u>Validity of BG:</u> (If EMD submitted vide BG) <u>Name & Address of EMD:</u> <u>issuing Bank / Branch</u>
l.	VAT Regn. No.	
m.	Service Tax Regn. No. If not available then to be submitted on issuance of LOA	
n.	PF code no. Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder.	
o.	Vendor code with OIL (if available)	

Signature: _____

Name in Block letters _____

For M/S. _____

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

Not Applicable for this tender.

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

SUB: SAFETY MEASURES

Description of work/service:

HIRING SERVICES OF 1(ONE) NO. BRAND NEW TRUCK MOUNTED DIESEL HYDRAULIC TELESCOPIC BOOM CRANE HAVING LIFTING CAPACITY OF MINIMUM 40(FORTY) METRIC TONNES AT 3(THREE) METERS OPERATING RADIUS (85% RATING) ON FULLY EXTENDED OUTRIGGERS AND WITH 360 DEGREE CONTINUOUS FULL CAPACITY SLEW, MAXIMUM BOOM LENGTH NOT LESS THAN 30(THIRTY) METERS AND MAXIMUM OPERATING RADIUS NOT LESS THAN 30(THIRTY) METERS, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Yours Faithfully

Date_____

M/s_____
FOR & ON BEHALF OF CONTRACTOR

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INTEGRITY PACT

Between

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

And

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

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for **HIRING SERVICES OF 1(ONE) NO. BRAND NEW TRUCK MOUNTED DIESEL HYDRAULIC TELESCOPIC BOOM CRANE HAVING LIFTING CAPACITY OF MINIMUM 40(FORTY) METRIC TONNES AT 3(THREE) METERS OPERATING RADIUS (85% RATING) ON FULLY EXTENDED OUTRIGGERS AND WITH 360 DEGREE CONTINUOUS FULL CAPACITY SLEW, MAXIMUM BOOM LENGTH NOT LESS THAN 30(THIRTY) METERS AND MAXIMUM OPERATING RADIUS NOT LESS THAN 30(THIRTY) METERS, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.**

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Company

Contractor

Section 2 - Commitments of the Bidder/Contractor

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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

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Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date . .

Witness 2 :

Company

Contractor

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

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

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

Signature of Bidder: _____

Name: _____

NOTE:

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

LETTER OF AUTHORITY FOR ATTENDING BID OPENING

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

Sir,

Sub: OIL's IFB No. CDI7409P16

I / We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI7409P16** for hiring of services for 01 Nos. of brand new 40 MT Crane.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

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

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of Hiring services of 01 No. brand new 40MT Crane (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI7409P16.**

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this _____ day of _____ 2015.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____
Witness _____ Address _____

(Signature, Name and Address)

Date: _____ Place: _____

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

* * Date of expiry of Bank Guarantee should be minimum 210 days from the date of opening of Technical Bid i.e minimum up to **22.02.2016.**

**DECLARATION BY THE BIDDER/CONTRACTOR IN RESPECT OF CHASSIS PRICE/ROAD
TAX, INSURANCE ETC. AS PER BRC CLAUSE NO. 1.2.8.(II) & (III)
IFB NO.CDI7409P16**

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

- (i) Chassis price Rs. _____ per crane.
- (ii) Road Tax Rs. _____ per crane.
- (iii) Insurance Rs. _____ per crane.
- (iv) Permit Fee Rs. _____ per crane.
- (v) Fitness Fee Rs. _____ per crane.
- (vi) Pollution certificate Fee Rs. _____ per crane.

Name of the Bidder: _____

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

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

PRICE BIDDING FORMAT : E-TENDER NO. CDI7409P16

Description of Work/Service:HIRING SERVICES OF 1(ONE) NO. BRAND NEW TRUCK MOUNTED DIESEL HYDRAULIC TELESCOPIC BOOM CRANE HAVING LIFTING CAPACITY OF MINIMUM 40(FORTY) METRIC TONNES AT 3(THREE) METERS OPERATING RADIUS (85% RATING) ON FULLY EXTENDED OUTRIGGERS AND WITH 360 DEGREE CONTINUOUS FULL CAPACITY SLEW, MAXIMUM BOOM LENGTH NOT LESS THAN 30(THIRTY) METERS AND MAXIMUM OPERATING RADIUS NOT LESS THAN 30(THIRTY)METERS, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.

<u>NAME OF BIDDER</u>					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) To quote by the Bidders	Amount (Rs.)
A	B	C	D	E	F=D*E
10	FIXED CHARGE PER CRANE PER MONTH [Crane for 24 hours with services of operating crew for 12 hours duty everyday throughout the month. Operating crew for each crane shall comprise of at least 1(one) experienced operator and 3(three) helpers]. At tendered cost of HSD.	MONTH	48		0.00
20	RUNNING CHARGE PER KM PER CRANE AT TENDERED COST OF HSD(For movement of the crane from one work site to other)	KM	57600		0.00
30	OVERTIME PER HOUR (For operating crane & operating crew beyond 12 hours duty on any day.)	HR	11520		0.00
TOTAL(Rs.)					0.00

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. Tendered cost of Fuel per litre: Rs. 54.89 per litre (HSD)