



NEF PROJECT

P.O. - Duliajan, Pin -786 602
DIST.- DIBRUGARH, ASSAM, INDIA
E-mail: nef@oilindia.in
TEL: (91) 374-2807461/62
FAX: (91) 374-2801799
Website: www.oil-india.com

TENDER DOCUMENT

Document Serial No. _____ Signature of Issuing Officer _____ Designation _____ Date of Issue _____	Office Seal
Tender Document Issued To - _____ _____	

TENDER No. D203632P15

FORWARDING LETTER

OIL INDIA LIMITED, a Government of India Enterprise and a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam invites Sealed Tenders under **Single Stage Two Bid System** for the following work /services from experienced / approved Contractors / Firms in connection with its upcoming drilling & exploration activities in the state of Mizoram.

1.0 **Brief Description of Work /Services:** HIRING SERVICES OF 3(THREE) NUMBERS BRAND NEW TATA SUMO GOLD EX OR MAHINDRA BOLERO SLE OR ANY OTHER EQUIVALENT MAKE & MODEL LIGHT PASSENGER VEHICLES WITH DRIVER AND ALL FITTINGS & ACCESSORIES FOR USE IN MIZORAM AND OTHER SURROUNDING STATES/ AREAS OF OIL'S ACTIVITIES FOR A PERIOD OF 2(TWO) YEARS WITH A PROVISION FOR EXTENSION.

2.0 The services under this contract are planned to be performed primarily in the State of Mizoram as detailed in Part-III of this tender document. Mizoram has the most variegated hilly terrain in the eastern part of India and it starts right from Assam-Mizoram border and covers the entire state. Like all other hilly terrains, the roads in Mizoram are with sharp turnings and steep gradients. As such, it is desired that bidders, for their own interest, get themselves acquainted with the terrain, logistic issues, weather conditions, working culture, security and law & order aspects of the area prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the contract.

3.0 Salient points of the tender (covered in details in this tender document) –

- a. Tender No. : D203632P15 dated 20.05.2014
- b. Type of Bidding : SINGLE STAGE TWO BID SYSTEM
- c. Tender Fee : INR (Rs.) 2,000.00
- d. Bid Closing Date & Time : 17th June , 2014 at 11:00 Hrs (IST)
- e. Un-Priced Techno-commercial Bid Opening Date & Time : 17th June, 2014 at 14:00 Hrs (IST)
- f. Commercial Bid (Priced Bid) Opening Date & Time : Will be intimated to the eligible bidders nearer time.
- g. Bids to be addressed to : **General Manager (NEF),
NEF Project, Oil India Limited,
P.O. Duliajan, District: Dibrugarh
Assam, India, PIN-786602**
- h. Bid Opening Place : **Office of the General Manager (NEF)
NEF Project, Oil India Limited,
P.O. Duliajan, District: Dibrugarh
Assam, India, PIN-786602**
- i. Bid Validity : 180 days from the date of opening of Technical Bid.
- j. Earnest Money / Bid Security Amount : **Rs. 27,000.00**
- k. Amount of Performance Guarantee : 2.5% of the total estimated Contract value for one year contract.
- l. Validity of Performance Guarantee : One month after the expiry of the tenure of the contract.
- m. Duration of the Contract : Two (2) years from the Date of Commencement of the Contract with a provision of extension.
- n. Mobilisation Period : 45(forty Five) days from the date of issuance of LOA.
- o. Quantum of Liquidated Damage for default in timely Mobilisation : 0.5% of contract value for delay of per week or part thereof subject to maximum of 7.5%.
- p. Integrity Pact : Must be signed & submitted along with the Techno-commercial Bid.

4.0 The Tender Document will be issued in physical form from following offices on application and payment of non-refundable tender fee as mentioned above from 28.05.2014 to 16.06.2014(till one day prior to the schedule bid closing date):-

- (i) Chief Manager (Materials-NEF), NEF project, OIL INDIA LIMITED, Duliajan-786602, Dist: Dibrugarh, Assam (Tel No.: 0374-2807461/62)
- (ii) Chief Engineer (Civil-Miz), OIL INDIA LIMITED, AL Road, Zemabawk, Aizawl, Mizoram, PIN-796017 (Tel No.:0389-2352435)

4.1 Interested bidders should submit their applications for issue of Tender Document to the **“GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, P.O. DULIAJAN, DISTRICT: DIBRUGARH, ASSAM, INDIA, PIN-786602”** giving their full address (clearly indicating their e-mail ID as well) along with a non-refundable **Tender Fee** of **INR 2,000.00** (PSUs and firms registered with NSIC/SME are exempted from payment of cost of tender documents provided they furnish evidence that they are registered for the above services) in the form of Demand Draft drawn in favour of OIL INDIA LIMITED and payable at DULIAJAN, between **28th May, 2014** and **16th June, 2014** during office hours only i.e. minimum one day prior to the scheduled Bid Closing Date. On receipt of the application and the Tender Fee as above, Tender Document bearing Serial No., Seal, Signature of Company’s authorised Officer(s) will be issued by Company.

5.0 Bids are invited under Single Stage Two Bid System i.e. ‘Techno-commercial Bid’/‘TECHNICAL BID’ and ‘Commercial Bid’/‘PRICED BID’. The tender documents are not transferable. The same tender document as issued by the Company bearing Serial No., Seal & Signature as above shall be duly signed & sealed and filled up, as necessary, by the bidder or by the duly authorised representative of the bidder in all pages as a token of acceptance of terms and conditions of the tender and the same along with all other relevant documents/information as per requirement of the tender is to be submitted as the Technical Bid, which must be without any Price details. The Earnest Money Deposit shall also be submitted along with the Technical Bid.

5.1 The **Price Bid Format (PROFORMA-B)** of the tender document, provided by the Company for submission as ‘PRICED BID’ shall be duly signed, sealed and filled up with price/ rates, as necessary, by the bidder as above and the same is to be submitted separately under sealed envelope super scribing as Price Bid.

5.2 SEALED ENVELOPE containing both the TECHNICAL BID & PRICED BID (**refer to ‘Instructions To Bidder’ for details on how to submit**) then is to be submitted / dropped in the TENDER BOX placed at the **“OFFICE OF THE GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, P.O. DULIAJAN, DISTRICT: DIBRUGARH, ASSAM, INDIA, PIN-786602”** on or before **11.00 AM** on the schedule date of Technical Bid Closing. Bidders may also send their Bids by Registered Post or by Courier Services. However, Company shall not be responsible for any postal delay/transit loss. Timely delivery of the bid is the responsibility of the bidder.

5.3 In case the above mentioned bid closing / opening date happens to be a non-working day for any reason or *Bandh* / Strike etc. at Duliajan, the bids will be received up to & opened at same time as assigned on the following full working day.

6.0 Priced Bids of technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.

7.0 The bids and all documents must be signed & sealed by the duly authorised representative of the bidding party as detailed in ‘Instructions to bidders’.

8.0 The tender documents are not transferable. Offers made by bidders who have not purchased the tender documents from the Company will be rejected.

9.0 The contract will be awarded to the successful bidders as detailed in ‘Award of Contract’ under Part-IV (BRC/BEC) of this tender document and the total work/services will be split up amongst more than one Contractor as detailed therein.

10.0 OIL now looks forward for active participation of all experienced/approved Contractors, Firms in the tender. For any further clarifications on the tender, Chief Engineer-TPT (NEF/MIZO/KGB) and/or the undersigned may be contacted during office hours.

(B. SONOWAL)
DY. MANAGER (MATERIALS-NEF)
FOR CHIEF MATERIALS MANAGER (NEF)
FOR GENERAL MANAGER (NEF)

INSTRUCTIONS TO BIDDERS

Bidders should go through the following in details before submitting their bids –

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

2.0 The services under this contract are planned to be performed primarily in the State of Mizoram as detailed in Part-III of this tender document. Mizoram has the most variegated hilly terrain in the eastern part of India and it starts right from Assam-Mizoram border and covers the entire state. Like all other hilly terrains, the roads in Mizoram are with sharp turnings and steep gradients. As such, it is desired that bidders, for their own interest, get themselves acquainted with the terrain, logistic issues, weather conditions, working culture, security and law & order aspects of the area prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the contract.

3.0 ISSUE OF TENDER DOCUMENTS -

3.1 The Tender Document will be issued in physical form from following offices on application and payment of non-refundable tender fee as mentioned above from 28.05.2014 to 16.06.2014(till one day prior to the schedule bid closing date):-

(i) Chief Manager (Materials-NEF), NEF project, OIL INDIA LIMITED, Duliajan-786602, Dist: Dibrugarh, Assam (Tel No.: 0374-2807461/62)

(ii) Chief Engineer (Civil-Miz), OIL INDIA LIMITED, AL Road, Zemabawk, Aizawl, Mizoram, PIN-796017 (Tel No.:0389-2352435)

3.2 Interested bidders should submit their applications for issue of Tender Document to the “**GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, P.O. DULIAJAN, DISTRICT: DIBRUGARH, ASSAM, INDIA, PIN-786602**” giving their full address (clearly indicating their e-mail ID as well) along with a non-refundable **Tender Fee** of **INR 2,000.00** (PSUs and firms registered with NSIC/SME are exempted from payment of cost of tender documents provided they furnish evidence that they are registered for the above services) in the form of Demand Draft drawn in favour of OIL INDIA LIMITED and payable at DULIAJAN, between **28th May, 2014** and **16th June, 2014** during office hours only i.e. minimum one day prior to the scheduled Bid Closing Date. On receipt of the application and the Tender Fee as above, Tender Document bearing Serial No., Seal, Signature of Company’s authorised Officer(s) will be issued By Company. However, Company will not assume any responsibility towards non-receipt, transit delay, etc. if the tender document is asked to be sent by post/courier.

3.3 The tender documents are not transferable. Offers made by bidders who have not purchased the tender documents from the Company will be rejected.

4.0 AMENDMENT OF TENDER 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 Tender Documents by issuing an Addendum, which will be uploaded in OIL’s website (Tender Portal).

4.2 Such Addendum, if any, may also be communicated through letter/fax/e-mail in writing to all prospective bidders to whom Company have issued the tender documents. The Company may, at its discretion, extend the deadline for bid submission, if the bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

5.0 **BID SUBMISSION & OPENING** -

5.1 Bids are invited under Single Stage Two Bid System i.e. 'Techno-commercial Bid' (hereinafter referred as 'TECHNICAL BID' and 'Commercial Bid' (hereinafter referred as 'PRICED BID'). The tender documents are not transferable. The same tender document as issued by the Company bearing Serial No., Seal & Signature as above shall be duly signed & sealed and filled up, as necessary, by the bidder or by the duly authorised representative of the bidder in all pages as a token of acceptance of terms and conditions of the tender and the same along with all other relevant documents/information as per requirement of the tender is to be submitted as the Technical Bid, which must be without any Price details. The Earnest Money Deposit shall also be submitted along with the Technical Bid.

5.2 The **Price Bid Format (PROFORMA-B)** of the tender document, provided by the Company for submission as 'PRICED BID' shall be duly signed, sealed and filled up with price/rates, as necessary, by the bidder as above and the same is to be submitted as Priced Bid.

5.3 The "TECHNICAL BID" and "PRICED BID" together then are to be submitted as under –

5.3.1 The documents comprising the Technical Bid (including the Earnest Money Deposit) shall be put in one sealed envelope bearing the following in writing on top –

- i. **Envelope No. A** : TECHNICAL BID
- ii. Tender No. : D203632P15
- iii. Bid Closing Date : 17.06.2014
- iv. Bidder's Name : _____

5.3.2 The documents comprising the Priced Bid shall be put in another sealed envelope bearing the following in writing on top –

- i. **Envelope No. B** : PRICED BID
- ii. Tender No. : D203632P15
- iii. Bid Closing Date : 17.06.2014
- v. Bidder's Name : _____

5.3.3 **The TECHNICAL BID (Envelope-A) and the PRICED BID (Envelope-B) should then be put together and sealed in another separate envelope** and the following should be superscribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting -

- i. BID FOR TENDER NO. : D203632P15
- ii. BID CLOSING DATE & TIME : 17.06.2014 AT 11.00 Hrs. IST
- iii. Name of Bidder : _____
- iv. Postal Address of Bidder : _____

5.3.4 The SEALED ENVELOPE containing both the TECHNICAL BID & PRICED BID as above then is to be submitted / dropped in the TENDER BOX placed at the OFFICE OF THE GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, P.O. DULIAJAN, DISTRICT: DIBRUGARH, ASSAM, INDIA, PIN-786602 on or before **11.00 AM** on the schedule date of Bid Closing. Bidders may also send their Bids by Registered Post or by Courier Services. However, Company shall not be responsible for any postal delay/transit loss. Timely delivery of the bid is the responsibility of the bidder.

5.3.5 However, if the above mentioned closing / opening date happens to be a non-working day for any reason or *Bandh* / Strike etc. at Duliajan, the bids will be received upto & opened at same time as assigned on the following full working day.

5.4 Priced Bids of technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.

5.5 Bidders should quote their rates against all individual items. The rates shall be both in words & figures up to two decimal places only. Bids in which the rate for any part of the

services is not quoted shall be rejected, being incomplete. Therefore, the bidder must mention **'NIL RATE'** or **'NIL'** against all such items of their bid where no charge is involved/ envisaged by the bidder.

5.6 **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 only.

6.0 **EARNEST MONEY (BID SECURITY) -**

6.1 Bidders shall deposit the requisite Earnest Money (Bid Security) of INR (Rs.) **27,000** (INR TWENTY SEVEN THOUSAND ONLY) in the form of Demand Draft/ Banker's Cheque/Money Receipt/Bank Guarantee (in specified format-Proforma-D) from a Nationalized Bank in favour of **OIL INDIA LIMITED** and payable at **DULIAJAN**. Bids without Bid Security in the manner specified above will be summarily rejected. The Bid Security shall not earn any interest to the bidder from the Company.

6.2 **The original Bid Security Deposit** (EMD) shall be submitted along with Technical Bid as detailed in above.

6.3 Any bid 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/accepted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

6.4 Successful bidder's Bid Security will be refunded upon their signing the contract and submission of Performance Security. Bid Security of all unsuccessful bidders will be returned within 30 days of expiry of the period of bid validity.

6.5 However, the Bid Security may be forfeited in any of the following cases -

- a. If any bidder withdraws or modifies their bid subsequent to the deadline for bid submission (refer para. 9.0, 10.0 & 11.0).
- b. If a successful bidder fails or refuses -
 - i. To accept the LOA issued by Company within the period of bid validity and/or sign the contract within reasonable time or as notified in the LOA.
 - ii. To furnish Performance Security.
 - iii. To mobilize and/or to commence the assigned jobs within stipulated time frame.

7.0 **DOCUMENTS COMPRISING THE BIDS -**

The bid submitted by the bidder shall comprise of the following components -

A. TECHNICAL BID -

- a. Tender Document duly filled up as indicated.
- b. Complete technical details/specifications of the equipment with catalogue etc. as per tender requirement.
- c. Documentary evidence in support of BRC/BEC.
- d. Bid Security furnished in accordance with Clause 6.0 above.
- e. Statement of compliance/Non-compliance as per prescribed Proformas.
- f. Integrity Pact.
- g. Any other documents/information as per tender requirements.

B. PRICED BID -

- a. The Priced Bid shall contain the rates/prices along with the currency (in INR) and any other commercial information pertaining to the rates/prices quoted.

- b. Bidder must include all liabilities including statutory liabilities 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 Tender Document.
- c. All Duties & Taxes including Service Tax, VAT, Corporate Income Taxes and other levies payable by the successful bidder under the Contract shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

Notes –

- i. **No price/cost details should be indicated in the Technical Bid. Only techno-commercial documents/information other than the price details to be submitted with the Technical Bid as per tender requirement.**
- ii. **For Priced Bid, bidder shall quote their rates/prices along with price related conditions and fill up the same in the attachment (Price Bid Format i.e., PROFORMA-B) and submit the same as Priced Bid along with other relevant documents/information. The price quoted in the ‘PRICE BIDDING FORMAT’ will only be considered for evaluation.**

8.0 INTEGRITY PACT -

8.1 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-V: Integrity Pact’** of the tender document. This Integrity Pact (signed by OIL’s competent signatory) has to be returned by the bidder (along with the technical bid) duly signed by the same signatory who has signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be rejected straightway.

8.2 OIL has appointed Sri N Gopalswami, Ex-CEC & Sri R C Agarwal, IPS (Retd.) as Independent External Monitors (IEMs) to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to the Invitation for Bid.

9.0 MODIFICATION & WITHDRAWAL OF BIDS -

9.1 The bidder after submission of bid may modify or withdraw their bid by written notice prior to bid closing (refer to Para 10.2 below). The bidder's request letter for such modification or withdrawal must be submitted in writing (either by fax/courier/registered post) so as to reach the office of the General Manager (NEF), NEF Project, Oil India Limited, Duliajan-786602, Assam, India at least 3(three) working days prior to the deadline of bid submission. Once the earlier bid is returned by Company, bidder can resubmit their corrected/revised bid within the deadline of bid submission. Maintaining sufficient time gap for re-submission of bid within the scheduled deadline of bid submission is the sole risk & responsibility of the bidder. Company shall not be responsible; whatsoever may be the reasons, for any delayed delivery/late receipt of such requests/notices, etc.

9.2 Once a withdrawal letter is received from any bidder, their offer will be treated as withdrawn and no further claim/correspondence will be entertained in that regard/in connection with the bid.

9.3 No bid can be modified subsequent to the deadline for bid submission. Post tender modification(s) of bid by bidder will lead to rejection of the bid and forfeiture of bidder’s Bid Security in full. Such modification(s) may also call for debarment of the bidder as mentioned elsewhere in this tender document.

9.4 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will lead to forfeiture of the

bidder's Bid Security in full and the bidder will be debarred from participation in OIL's all future tenders for a period of 2(two) years, from the date of withdrawal of bid, at the sole discretion of the Company.

10.0 **EXTENSION OF BID SUBMISSION DATE** -

10.1 Normally no request from bidder for extension of Bid Closing Date & Time will be entertained. However, Company reserves the right to extend the Bid Closing Date and/or Time due to any reason(s) at its option to which bidders will not have any objection.

10.2 In case of receipt of Bid from only one party on the scheduled Bid Closing Date and Time, Company may extend the Bid Closing /Opening Date by 2(two) weeks. However, the single bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices once original bid closing date & time is over. Withdrawal of such Bid during the extension period is also not permitted.

11.0 **PERIOD OF VALIDITY OF BIDS** -

11.1 Bids shall remain valid for **180 days** after the date of bid opening.

11.2 In exceptional circumstances, the Company may solicit the bidder's consent to an extension of the bid validity period. The request and the response thereto shall be made in writing. The Bid Security provided under para. 6.0 above shall also need to be suitably extended. However, a bidder may refuse the request without forfeiting its Bid Security.

12.0 **BID OPENING & EVALUATION** -

12.1 Bids will be opened on the scheduled bid opening date and time in presence of authorized representatives of the bidders, who choose to attend. An authorization letter from the bidder must be produced by the bidder's representative failing which the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.

12.2 Being the subject tender is under SINGLE STAGE TWO BID SYSTEM; only the technical bids will be opened on the scheduled bid opening date and time as above.

12.3 Bids will be evaluated for their conformity to the Bid Rejection Criteria (BRC), specifications, parameters, terms & conditions, etc. given in the tender document. To assist such evaluation the Company may, at its discretion, ask the bidder/s for clarifications on their bids. The request for such clarifications and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Clarifications from bidder must be received within the date fixed by the Company, failing which the bid will liable to be rejected.

12.4 The Priced Bids of technically qualified bidders (bidders whose technical bids have qualified bid evaluation detailed in para 12.3 above) will be subsequently opened in presence of authorized representatives of the bidders, who choose to attend, on a pre-determined date & time, which will be notified to all qualified bidders nearer the time.

12.5 The Priced Bids will be evaluated as per Bid Evaluation Criteria (BEC) and other clauses detailed in the tender documents for their commercial ranking. In case of any Arithmetical errors in the bid/s, i.e. in case there is any discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

13.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the whole bidding process at any time prior to award of contract, without incurring any liability to the affected bidder/s or without having any obligation to inform the affected bidder on the grounds for Company's such action.

14.0 AWARD & SIGNING OF CONTRACT -

14.1 The contract will be awarded to the successful bidders as detailed in 'Award of Contract' under Part-IV (BRC/BEC) of this tender document and the total work/services may be split up amongst more than one Contractor as detailed therein.

14.2 Company reserves the right to curtail / enhance the scope of the work/services or cancel the whole, if required.

14.3 Prior to the expiry of the period of bid validity, the successful bidder shall be notified by the Company of its intention to enter into an Agreement with the bidder on the basis of acceptance of their offer. Such notification shall be treated as a 'Letter of Award (LOA)'.

14.4 On receipt of the LOA, the successful bidder will be required to pay a Performance Security of requisite amount to the Company and subsequently will enter into a formal contract with the Company as per the tender documents (Part-I, II, III and other relevant documents). For the purpose, at the same time of issuance of the LOA, the Company will either call the successful bidder for signing of the agreement or send the Contract Agreement to the bidder in duplicate, one set of which shall be returned back to the Company within 15 days of receipt after duly signed and dated.

15.0 PERFORMANCE SECURITY DEPOSIT -

15.1 Within 2-weeks from the date of issuance of LOA, the successful bidder shall furnish a Performance Security of requisite amount (refer Forwarding Letter for amount) in the form of Demand Draft / Banker's Cheque / Bank Guarantee (in specified Proforma-G) before signing the formal contract. The Performance Security will be refunded to the bidder (henceforth referred as 'Contractor') within one month of satisfactory completion of the work under the contract (including extension period if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. Performance Security shall not earn any interest to the Contractor.

15.2 This Performance Security must be valid up to one month beyond 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 its validity suitably for the extended period. The same will be discharged by Company not later than 30 days following the final expiry of tenure of the contract.

15.3 Failure to comply with the conditions as specified above, the successful bidder would render themselves liable for rejection and in turn forfeiture of their Bid Security apart from any other actions the Company may take against them at its sole discretion. The bidder shall also be debarred from participation in OIL's all future tenders for a period of 2(two) years from the date of such default.

16.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA -

16.1 In case, the LOA 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 this tender document, the Bid Security shall be forfeited and the bidder shall be debarred from participation in OIL's all future tenders for 2(two) years from the date of such default.

16.2 In the event of backing out by L-1 bidder, Company may award the contract to the next lowest bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

17.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT -

If it is found at any time that, a Bidder/Contractor has/had furnished fraudulent documents/information, the Bid Security/Performance Security shall be forfeited and the bidder/

PART- I

GENERAL CONDITIONS OF CONTRACT (GCC)

This service agreement (herein after referred to as 'Contract') made on this _____ day of _____ between OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators & assignees on the one part,

AND

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

Whereas, the Company desires to hire the services of _____ (_____) numbers brand new Tata Sumo Gold EX or Mahindra Bolero SLE or any other equivalent Make & Model light passenger vehicles with drivers, together with all standard fittings and accessories for movement within the operational areas as whole of Mizoram and other surrounding States/Areas of Company's activities for a period of 2(two) year with a provision for extension.

Whereas, the Contractor represents that he/she/they has/have adequate capacity and requisite resources to undertake the aforesaid service and is/are equipped and ready to deploy the resources including fully trained personnel capable of adequately operating and providing the required services as desired.

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 entire State of Mizoram and any other surrounding states/areas of Company's activities.

1.3 "BASE STATION" means the place/location as set out in Part-II hereof where the vehicle(s) shall be generally stationed, which may be changed subsequently at the discretion of the Company.

1.4 "BID OPENING DATE" means the date on which the Tender was opened by the Company against 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) when released to the Transport Supplier (*Transport Supplier i.e. the Contractor*) for undertaking its deployment for any other business purpose;
- iii) Withdrawal of vehicle(s) from the service before expiry of the term of this Agreement including extension period if any for any reason whatsoever without the consent/ instruction of the Company Engineer and;

- iv) Failure of the Transport Supplier to place the vehicle(s) for periodic inspection as per schedule as directed by Company's Engineer.
- v) Failure to park the vehicle(s) 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 vehicle under this Agreement.

1.8 "COMPANY ENGINEER" means representative (s) of OIL INDIA LIMITED in case of the following events:

- a) Initial and subsequent inspection of vehicle(s);
- b) Scrutiny of documents regarding Transport Supplier's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc.;
- c) Release of vehicle(s) upon conclusion of this agreement;
- d) Assessment of time to be allowed for repairs in case of accident;
- e) Release of vehicle(s) and termination of this agreement in case of complaints as to its deteriorated mechanical condition or Unruly behaviour of the driver or repeated defaults by the Transport Supplier;
- f) Instruct Transport Supplier to replace by more suitable hand of Driver(s) engaged for operating the vehicle.
- g) Release of vehicle(s) for maintenance/inspection/fuelling
- h) Release of vehicle(s) for daily/periodic fuelling;
- i) Allotment of daily duties and timings for reporting and release;
- j) Certification of daily log sheets;
- k) Authentication of monthly statement-cum-bill
- l) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.
- m) Release/forfeiture of Security Deposit/Earnest Money;
- n) Any dispute under this Agreement as to the Contractor's obligations or otherwise;
- o) Determination of instances of shutdown or standby due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Contractor.

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

1.10 "DUE DATE OF PLACEMENT" means the date stipulated in Clause No.8, Part-II hereof.

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

1.13 "DRIVER/OPERATOR" means an individual having sound mental and physical health who must be in possession of an appropriate professional Driving License issued by the Regional Transport Authority who is having jurisdiction over the area of operation of the Company, who is (are) engaged by the Transport Supplier for execution of 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 shutdown 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) due to any reason, whatsoever, including but not limited to the following conditions:-
 - (i). Deteriorated mechanical condition of the vehicle(s) 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);
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s) on any day as per the instruction of the Company's Engineer and or unauthorised and untimely release of vehicle(s) 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) at a station other than the stipulated Base Station without the authorisation of the Company Engineer;
- i) Non-availability of vehicle(s) 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 vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle or crew when required by the Company's Engineer;
- 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 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) shall be released to the Transport Supplier, whereupon it shall be treated as shutdown and the pro-rata fixed charge per day shall not be paid for the period of shutdown and liquidated damages/penalty as applicable shall be levied too.

1.15 "FIXED CHARGE PER MONTH" means fixed charge mentioned under of Part-II hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties including VAT as applicable, insurances, wages and other emoluments of Driver(s) and other staff/crew inclusive of relief Driver(s) and other 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, uniforms etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the Contract and same, if any, shall have to be borne entirely by the Transport Supplier. 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. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this agreement due to revision in the minimum wages as applicable shall be borne solely by the Contractor and deemed to be included in the fixed charge per month. 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, 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) along with necessary Permits, Insurance etc. for the vehicle(s) 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:-

- i. Professional driving license(s) and P.S.V. badge(s) for the driver(s)/Operator(s).
- ii. Registration Book(s) with endorsement of Road Tax.
- iii. Permits for plying the vehicle(s)/equipment for commercial purpose as required.
- iv. Road permits.
- v. Fitness certificate.
- vi. Inner-line permit(s) for Mizoram; if applicable.
- vii. Comprehensive insurance certificate both for vehicle(s)/equipment as well as Crew
- viii. Any other as required under law in force.
- ix. 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 are 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 under the MTV Act.

1.26(a) "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month as per item 11 (10) of Part-II, divided by 30 (Thirty) days.

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

1.27 "PENALTY" means the amount payable by 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. It shall be levied irrespective of whether such breach resulted in a shutdown or otherwise.

1.28 "REGISTRATION" means the vehicle 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-10(2) of Part-II 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 including VAT element as applicable towards movement of the vehicle(s).

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 & regulations affecting 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) "SHUTDOWN" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14(A).

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

1.33 "STANDBY" means any of the following -

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

- (i). For maintenance up to 48(Forty Eight) hours per calendar month, counted from the beginning of the month, the Company shall pay the fixed charge on certification by the Company Engineer that the shutdown was due to maintenance of the vehicle. This facility will be limited to maximum of 4(Four) instances in a calendar month. Any excess shutdown 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 over a period 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 3(Three) months the facility will stand lapsed for that period. Shutdown due to minor breakdown of the vehicle (i.e.

punctured tyre, minor mechanical adjustment etc.) involving downtime up to a max. 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) stationed at Aizawl shall not be more than 30(Thirty) minutes and not involve more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s) stationed at other base station the time and km 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) is/are more than 3500 (Three Thousand Five Hundred) Km/month, the Company's Engineer will determine the additional no. of re-fuelling required. This Kilometre 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 to the Company.

1.35(a) "TAXES AND DUTIES" means all applicable Taxes viz. Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Service Tax, Inter-State Permit Fee, VAT 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.

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 & VAT or any other Act which requires deduction of tax at source which may be in force from time to time.

2.0 **DESCRIPTION OF WORK:** -

2.1 Services to be provided by the Transport Supplier shall be continuous, on day to day basis as set out in Schedule of Service, Units and Rates described in Part-II hereof and to be read in conjunction with the particular specification and instruction contained in Part-III hereof. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure(s), which form and constitute the complete contract document.

2.3 Transport Supplier shall provide the transport service with vehicle(s) as determined in Part-II 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 smooth operation of services envisaged under this agreement including all capital investments & operating expenses as may be necessary & incidental in relation thereto.

2.4 The rates agreed/accepted by the Transport Supplier as set-out in Part-II 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 hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account throughout the contractual duration including extension.

2.5 The Transport Supplier shall supply and maintain the services of all vehicles EVERY DAY with Driver(s) as may be required by the Company.

2.6 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 perform the services 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 & solely responsible for compliance of the rules & 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 execution 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 shutdown. 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 Supplier's 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) 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 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) for duties on time 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 shutdown and will attract the liquidated damages for each such failure.

4.10 The vehicle should be supplied with the services of Drivers 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) roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shutdown.

4.12 The Transport Supplier should ensure that the Driver(s) is (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. Failure to do so would amount to be default and the vehicle(s) shall be treated as shutdown, in which case the liquidated damages shall be deducted from the Transport Supplier.

4.14 The Transport Supplier must maintain a register incorporating particulars with the name(s) of the driver(s) 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.

4.15 The Transport Supplier shall undertake only journeys authorised by the Company's Engineer. Any unauthorised journey 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.

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

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

4.18 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 & INSTRUCTIONS TO 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 Transport Supplier entirely at his/her own cost.

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

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

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

5.5 The vehicle(s) 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) 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) may be required to be 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) 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 Odometer (Kilometre 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) to be driven by the Company's operator/driver(s)/officer(s) in case of emergency when Transport Supplier's 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 Company Engineer for receiving instruction for duties of vehicle allotted for the day-to-day operations.

5.19 The Transport Supplier must furnish to the Company upon initial placement of the vehicle(s), the name(s) of the Driver(s) 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 Company's Engineer shall upon initial placement of equipment/ vehicle(s) check all the relevant documentation & 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 & 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 Company's Engineer.

6.2 The Company's Engineer shall arrange for allocation of duty to the vehicle(s).

6.3 Upon deployment of the vehicle(s) to duty, 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 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 order 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 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 programme 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 entirely at the Transport Supplier's cost.
- l) Instruct the Transport Supplier to remove the vehicle(s) in respect of which the defects have been detected upon periodical inspection/test carried out by the Company which have remained un-rectified.
- 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 driver(s) with full particulars at the time of commencement of the service or on any occasion when such driver(s) are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shutdown hours in a month due to maintenance of the 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 **PERFORMANCE SECURITY:**

7.1 Within two weeks of issue of Notification of Award of the Agreement by Company, the successful Transport Service Provider shall furnish Performance Security to the Company in the form of Demand Draft/ Banker's cheque or Bank Guarantee from a scheduled Bank located in India and as per format provided in **Proforma-G** of the tender document. The amount of performance Security shall be 2.5 % (two point five percent) of the total evaluated value of the Agreement. A Performance Bank Guarantee should be endorsed that it can be invoked at the issuing Bank's branch located in Duliajan (Assam). The proceeds of the Performance Security shall be payable to the Company as compensation or any loss resulting from Transport Service Provider's failure to complete his/her obligations under the Agreement. The Performance Security shall be valid till one (1) month beyond the date of expiry of the Agreement. In the event of further extension of the duration of contract, the Service Provider/Contractor will extend the validity of Performance Security accordingly.

7.2 The Performance Security will be returned to the Transport Service Provider after expiry of the agreement after adjustment of compensation/loss, if any, due to the Company for any reason. The Performance Security shall not accrue any interest. In case of default on the part of the Transport Service Provider, the Performance Security shall automatically stand forfeited in full or in part and the Transport Service Provider shall have no claim on this account whatsoever.

7.3 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.

7.4 In the event of an occurrence as envisaged in clause No.7.3 (a), (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 for such default including but not limited to forfeiture of the entire security deposit. The Transport

Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

7.5 Provided that in case of delay beyond 1(One) month 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 15 (Fifteen) days' 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 vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of 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 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 shutdown 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 shutdown vehicle(s). However, in case the outstanding bill for such shutdown 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 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) shall be released to the Transport Supplier, whereupon it shall be treated as shutdown and the pro-rata fixed charge per day shall not be paid for the period of shutdown and liquidated damages/penalty as applicable shall be levied too.

8.3(a) In case of accidents and consequent non-availability of 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 Company Engineer. If satisfied with the documents submitted, Company shall waive the liquidated damage and Company's decision in this regard shall be final and binding on the part of the Contractor. However, this will not be applicable in case of;

- i. Accidents caused by rough/rash driving or because of negligence of the driver
- 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 shutdown 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 vehicle(s) the time required to repair and place back the vehicle(s) into Company's service shall be decided by the Company's Engineer which shall be final and not alterable. On expiry of such allotted time, pending placement of 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 shutdown and pro-rata fixed charge will be deducted. However, if Company feels such shutdown 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:**

9.1 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 15(Fifteen) 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 vehicle(s) and Transport Supplier shall not be entitled to any damage or compensation on account of such termination or reduction in number of vehicle(s) or otherwise from any cause arising whatsoever.

9.2 The Company may without prejudice to any other remedy for breach of contract, by written notice of default send 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.

9.3 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.2, the Company may procure, upon such terms and in such manner as may deem appropriate similar services and the Contractor 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.

9.4 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 affect any right of action or remedy which occurred or will occur thereafter to the Company.

9.5 The Company may send written notice to the Transport Supplier, to terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date 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.

9.6 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 1(One) month 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 endeavour to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every vehicle on the basis of accepted rates calculated as mentioned in Part-II of this Service Agreement. The above period shall be counted from day when all statements in respect of all 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 Company Engineer 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 driver should collect the original and a copy of the daily logbook which has to be submitted with statement-cum-bill for claiming payment.

11.0 STATUTORY OBLIGATIONS OF TRANSPORT SUPPLIER:

11.1 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the 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 vehicle(s) is/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:

13.1 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 & even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by wilful 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 wilful or gross negligence. Transport Supplier shall protect, defend, indemnify & hold harmless the Company from & against such loss or damage & 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 wilful 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 wilful 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:

14.5.1 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 & 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.

14.5.2 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.

14.6 INDEMNITY APPLICATION:

14.6.1 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.

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

15.2 Company shall deduct Income tax as applicable, from the bill of the Transport Supplier, 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 fulfilment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

19.0 SET OFF CLAUSE:-

19.1 "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 LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/MOBILSATION:

20.1 Liquidated Damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in placement of vehicle(s)/equipment for Company's services subject to a maximum ceiling of 7.5% of estimated total contract value.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF

Attorney)

(Signature of Contractor or his/her/their Legal

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

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of Witness)

(Name of Witness)

Date_____

(Full Name of Signatory)

Address:_____

(Signature of Acceptor)

SIGNED & DELIVERED FOR AND ON
BEHALF OF OIL INDIA LIMITED

Designation: _____

Date: _____

PART- II (SOQ)

SCHEDULE OF WORK, UNIT AND QUANTITY

1. DESCRIPTION OF WORK / SERVICES -

HIRING SERVICES OF 3(THREE) NUMBERS BRAND NEW TATA SUMO GOLD EX OR MAHINDRA BOLERO SLE OR ANY OTHER EQUIVALENT MAKE & MODEL LIGHT PASSENGER VEHICLES WITH DRIVER AND ALL FITTINGS & ACCESSORIES FOR USE IN MIZORAM AND OTHER SURROUNDING STATES/AREAS OF OIL'S ACTIVITIES FOR A PERIOD OF 2(TWO) YEARS WITH A PROVISION FOR EXTENSION.

2. Vintage of Vehicle : Brand new vehicle purchased after issuance of LOI (LOA).
3. Tenure of Agreement : 2(Two) years from the date of placement of the first vehicle.
4. Provision for Extension of Contract : May be extended beyond the initial period of 2(two) years with 10% reduction in Fixed Charge.
5. Area of operations : Whole of Mizoram and any other surrounding states/ areas of Company's activities.
6. Bid Opening Date & Time : 17th June, 2014 at 14:00 Hrs (IST)
7. Tendered Cost of Fuel Price : Rs. 56.00 (normal diesel at Aizawl, Mizoram)
8. Rated Consumption of fuel : 8.0 KMPL (Eight Km per Liter)
9. Mobilization Period : 45(Forty Five) days from date of issuance of LOA
10. **SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES PER VEHICLE-**

Item No.	Description of Service	Unit in Words	Quantity	Rate per Unit (Figs & Words) Rs.	Amount Rs.
1	Fixed Charge per month per vehicle (Vehicle for 24 hrs. with the services of driver for 12-hrs. duty everyday throughout the month)	Month	24	XXX	XXX
2	Running Charge per Km (at tendered fuel cost)	Km	96,000	XXX	XXX
3	Overtime rate for driver per hour (Beyond 12 hours of normal duty on any day)	Hours	1,440	XXX	XXX
Total estimated Contract Value per vehicle (for 2 years) – (Sum of Amount in Srl. No. 1, 2 & 3 above)				XXX	
VAT-able Component -		XXX			

Note: - The above rates include all liabilities including Statutory Liabilities.

11. The above rates shall remain 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 except in respect of the following -

- Reimbursement / deduction on the Running Charge per km will be applicable if the diesel price (normal diesel) at Aizawl, Mizoram changes plus or minus 5% (five percent) over the Tendered Cost of Fuel Price (Sl. No. 7 above). The applicable rates of variation will be calculated considering Rated Consumption of Fuel as '8(eight) Km run per liter'.

12. All Duties and Taxes including Service Tax, VAT, Corporate Income Taxes and other levies, as applicable, payable by the successful bidder under the Contract shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

13. The Fixed Charge is for vehicle for 24 hours with services of drivers for 12 hours every day. It also includes all applicable taxes & duties including VAT/Service Tax as applicable; insurances; wages, PF, uniform, etc. of driver/s as well as emoluments for relief driver(s) and other staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The drivers' monthly wages includes any overtime payable to the driver or drivers engaged beyond the period of 8 hours up to 12 hours every day. For services of the vehicle with driver beyond 12 hrs, OT for driver will be reimbursed by OIL at the agreed rates (Item No. 3 under para 10 above)

14. Bidders are required to indicate the VAT-able component of their quoted Fixed Charge per vehicle per month in the "PRICE BIDDING FORMAT" as provisioned above. The above information is required for deduction of VAT. If bidder does not indicate the same, entire fixed charge will be considered as VAT-able. Also, in case VAT is applicable in more than the amount declared by the Contractor, the same shall be on Contractor's account only i.e. no additional towards the same shall be payable by the Company.

15. Company may extend the contract beyond initial period of 2-years with 10% reduction on Fixed Charges and such extension shall be binding on part of the contractor.

16. Bid in which the rate for any of the services (Table at Sl. No. 10 above) is not quoted shall be rejected. However, if no charge is involved for any of the work/ services, "NIL" or "NIL RATE" should be mentioned against such services. Rates are to be quoted in Price Bid Format i.e. PROFORMA-B only as detailed in para. 5.0 of 'Instructions to Bidders' of the tender document.

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PART-III

SPECIAL TERMS & CONDITIONS, SCOPE OF WORK ETC. (SCC)

SCOPE OF WORK, SPECIFICATION, SPECIFICATIONS, SPECIAL TERMS & CONDITIONS AND OTHER COMPLIANCES

1.0 TECHNICAL & OTHER DETAILS -

1.1 **MAKE & MODEL**: Tata Sumo Gold EX or Mahindra Bolero SLE or any other equivalent make & model.

1.2 Salient features –

- (a) Power Assisted Steering
- (b) Wide tyres; size min. 215/75 R15 or wider
- (c) 7 str Seating arrangement
- (d) Min. BS-III/Euro-III compliant engine emission

1.3 **VINTAGE: Brand new vehicle procured and registered after issuance of Letter of Intent (LOI)/ Letter of Award (LOA)**

1.4 Registration: The vehicle shall be registered in the state of Mizoram (Mizoram Registration Number) or in the district of Cachar of Assam (Cachar district Registration Number).

1.5 Fittings & accessories : In addition to all features/fittings & accessories as per manufacturer's specifications/standard each vehicle shall be complete with all other essential fittings & accessories viz. foot-step, reversing alarm, fog lights, first aid box, fire extinguisher, spare wheel, standard tool kit, wheel wrench, jack & handle, floor mats, seat cover, etc.

NOTE: -

a. Contracts will be awarded to successful bidders for maximum of 2(two) vehicles per bidder as detailed in 'Award of Contract' under BRC/BEC of Section-IV under normal circumstances. Accordingly, offer of each bidder will be considered as offer for minimum number of 2(two) vehicles.

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 required to provide/submit the following (i & ii) along with the techno-commercial (un-priced) bid.

i. Make & Model of vehicles offered (**in PROFORMA-A**).

ii. Duly filled up **PROFORMA-A** in prescribed format detailing Make & Model of vehicles offered, declaring that if awarded with the contract by OIL, the bidder would supply the vehicles and carryout the jobs strictly as per the specifications and terms & conditions of the tender (Part-I, II, III and other relevant documents) and confirming acceptance & capability of supplying all 3(three) units as per '**AWARD OF CONTRACT**' under Part-IV (BRC/BEC), if situation so warrants.

iii. Manufacturer's original printed technical leaflet/brochure of the vehicle containing all above technical details (Para 1.0) amongst others. In case of offer for equivalent make & model, same (make & model, variant viz. EX, SLE, etc.) shall be clearly indicated/highlighted.

[The list of documents to be submitted including the documents in support of turnover, experience, etc. as required under BRC against this tender is provided in Annexure-I.]

2.0 **AREA OF DEPLOYMENT/OPERATION -**

2.1 The services under this contract are planned to be performed primarily in the State of Mizoram and accordingly, Company may deploy/use the vehicle at any place of Company's operational areas in Mizoram. However, Company also reserves the right to engage the vehicle/s, during the tenure of the contract, anywhere in its other operational areas in the adjoining states of Assam, if situation so arises, at same rates, terms & conditions. Similarly, the Company may release the vehicle/s any time during the tenure of the contract, if situation so warrants.

3.0 **INSPECTION, DOCUMENTATION, STATUTORY COMPLIANCES & DRIVER'S EXPERIENCE -**

3.1 Each vehicle shall at all times be comprehensively insured (Package Insurance) by the Contractor against all risks at his/her/their own cost. Each vehicle shall also possess all statutory certificates viz. Registration, Pollution, etc. throughout the contractual period.

3.2 Each vehicle shall be duly inspected by the Company before accepting it for its use. Such inspection/test shall be carried out entirely at the Contractor's risk. Unit found deficient or defective in any manner shall not be accepted until such deficiency is completely rectified to the satisfaction of the Company.

3.3 At the time of above inspection during placement, all statutory certificates viz. Registration, Insurance, Pollution, driver's license, etc. in original shall be submitted for inspection/verification. **ADDITIONALLY, A COPY OF THE SALE CERTIFICATE (FORM 21 - from the vehicle dealer) SHALL ALSO BE SUBMITTED.** One set of photocopies of all above certificates shall be submitted for Company's retention. The Contractor/his representative must be personally present at the time of placement of the vehicle/s.

3.4 In addition to the inspection at the time of placement, to ascertain the roadworthiness, each vehicle may 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. At the time of each such inspection, all certificates/documents detailed at para. 3.3 above shall also be submitted in original for inspection/verification.

3.5 **EXPERIENCE OF DRIVER:** The driver of each vehicle must possess valid LMV license (min.) for last minimum 3(three) years as on 01.04.2014, out of which he must have experience of driving passenger vehicle in hilly terrain for at least 1(one) year. For better interest of all concerned, it is desired that the Contractor engages driver/s having good experience in this regard. It is also desired that the driver, staff/representative are conversant with the routes of Mizoram and have knowledge of local language.

4.0 **TERMS & CONDITIONS AND OTHER COMPLIANCES -**

4.1 The contractual period of the Contract Agreement shall be counted from the date of placement of the first unit into Company's service (Place of Placement - Aizawl, Mizoram).

4.2 The duty timing for deployment of the driver/s 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 the Company.

4.3 For proper & efficient functioning of the services as well as liaisoning with Company's engineer/representative, the Contractor shall engage supervisory staff/representative and furnish the details.

4.4 The drivers/staff engaged by the Contractor shall be of good character, discipline and in good health. If the drivers/staff indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, it will be the responsibility of the Contractor to deal with the matter.

4.5 In Company's opinion, if a driver/staff is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he will not be allowed to perform his duty any further. In that event, the Contractor must remove the driver/staff with suitable replacement on getting advice from the Company. Decision of Company's engineer / representative as to such competency & suitability of any driver/staff engaged by the Contractor shall be final and binding on the Contractor.

4.6 The Contractor shall faithfully discharge his obligations under all laws for the time being in force; particularly the payment of wages act, minimum wages act, workmen's compensation act, motor vehicles act etc. and keep the vehicle and the employee therein fully covered of all risks and accidents. The Contractor shall engage as many numbers of drivers as may be necessary to maintain uninterrupted supply of the services of the vehicle for 12 hours daily or if necessary, beyond the said period, for seven days a week.

4.7 It will be solely the Contractor's responsibility to fulfill all legal & statutory obligations/formalities of State governments as well as other statutory bodies for plying the vehicles in Mizoram and Assam. Accordingly, each vehicle shall possess valid Registration, Pollution, Comprehensive Insurance, etc. throughout the contractual period and it shall be the Contractor's responsibility to obtain and renew such certificates as and when necessary.

4.8 During the currency of the Contract Agreement, the Contractor shall neither withdraw the vehicle from service for any reason nor use the vehicle/s for private purpose. Similarly, under no circumstances, the vehicle shall carry out / involve in any unlawful activities / duties. In the event of any such case, the Contractor will be held responsible for the consequences.

4.9 Maintenance of the vehicles is the complete responsibility of the Contractor. The Contractor, at all the time, shall maintain the units in perfect roadworthy conditions, which is an essential obligation of the Contractor. Each vehicle must be maintained and complete with all features/fittings & accessories as per manufacturer's original specifications/standard for the particular model of the unit (i.e. Sumo Gold EX or Bolero SLE or other equivalent model of other manufacturer as per the offer/contract) and all such features/fittings & accessories must all the time be in perfect condition for their full effective applicability and utilization as & when required. Each vehicle shall also be fitted/provided all the time with other essential fittings & accessories viz. foot-step, reversing alarm, fog lights, first aid box, fire extinguisher, spare wheel, standard tool kit, wheel wrench, jack & handle, floor mats, seat cover, etc. All sorts of POL, lubricants, etc. for running of vehicles shall be supplied by the Contractor.

4.10 In addition to maintenance and supply of POL, etc for the vehicles, the Contractor shall be solely responsible, throughout the period of the contract, for providing all requirements of their drivers/staff including but not limited to, to & fro transportation, en-route/ local boarding, lodging & medical attention, uniform, payment (if any) to the supervising staff/representative, etc. The Company shall have no responsibility or liability in this regard.

4.11 In addition to insurance coverage for the vehicles, the Contractor shall arrange all insurances to cover all risks in respect of their drivers/staff members and any other materials belonging to the Contractor during the currency of the contract. The Company shall have no responsibility or liability in this regard. Further, the Company shall not be responsible under any circumstances for any claim/compensation that arises due to damages/injury to the Contractor's vehicles, property, drivers, staff, etc.

4.12 Notwithstanding with any clause of the contract, the contract will be terminated on account of any one of the following situations -

- a) Deteriorated mechanical condition of the vehicle.
- b) Frequent shutdown due to non-availability of fuel etc.
- c) During the currency of the contract, if it is found that the Contractor submitted any false statement / document in the application / tender document.
- d) 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.

Change of ownership at any time during the tenure of the contract period will lead to termination of the contract.

4.13 Payment shall be made for the days / kilometreage actually logged on Company's duties as per instructions of the Company's Engineer and as reflected in the Daily Log Book.

4.14 For the days or part thereof when the services envisaged under this agreement are disrupted due to default / shut down etc. clause nos. 1.27 and 1.32 of Part I of the agreement will be applicable.

4.15 It will be entirely the responsibility of the Contractor/his supervisor/representative/driver to ensure strict adherence to all safety and security measures while on duty. The driver/staff shall abide by and comply with all the rules, regulations and guidelines of safety & security measures while on duty as per the Mines Act, Oil Mines Regulations, Motor Vehicle 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. A general guideline on HSE points to be followed is given in Clause-5.0 hereunder.

4.16 The vehicles shall be parked at Company's base station, guest house or any other places as decided by the Company at the end of duty every day. However, security of the vehicles shall be absolutely at the risk of the Contractor.

4.17 TERMS OF PAYMENT:

- a. On receipt of the monthly statement-cum-kilometreage Bill, the Company's Engineer shall verify the same with the Daily Log Book and forward the same after making adjustment as may be necessary to the Finance Department of the Company for Payment. The Bill must be accompanied with the following:
 - i) Daily Log Book in original for the month.
 - ii) Statutory compliance statement.
- b. The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.
- c. Payment of monthly bills, if undisputed, shall be made within 30(Thirty) days following the date of receipt of the same by the Company. The Company shall within 30(Thirty) days of receipt of invoice notify the Contractor or any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.
- d. Payment against this contract will be made under 3(three) items namely Fixed Charge per month, Running charge per Km and Overtime for driver per hour only as detailed in Part-II (SOQ)-Schedule of Work, Unit and Quantity. The average kilometre run and average overtime per month per vehicle are estimated to be 4000 Km and 60 hrs respectively, which however will get changed from month to month based on actual job requirement and payment will be made as per such actual utilisation only.
- e. However, while on duty, if the Contractor incurs any expenditure in the form of Parking Charges, Toll Charges and Inter-state entry tax, same will be reimbursed to the Contractor by the Company at actual with the monthly bill against submission of documentary evidence of such payments.
- f. The wages etc. due to the driver/s must be paid in full in time, as mentioned elsewhere in the agreement. If there is any complaint from the crew members, the Company will be at liberty to deduct the wages etc. from the monthly bill.
- g. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the driver/s appointed by the Contractor.

Such statutory or any other increase in the wage rates, if payable, shall be borne by the Contractor. However, in case of any increase in Monthly Wages and Overtime rate as detailed under Part-II (SOQ)-Schedule of Work, Unit and Quantity of this document, same will be reimbursed to the Contractor as per actual.

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

- a. Accept as final and daily logbook which must be signed on a daily basis by the Company's Engineer. Any deletions and/or over writings on the Daily Log Book must be avoided as far as practicable and if such deletions and over writings are incidental, the same must be countersigned by the Company's Engineer, otherwise the Monthly kilometreage Statement-cum-bill shall not be accepted.
- b (i). Prepare monthly kilometreage statement-cum-bill and submit the same to the Company's Engineer for verification within 10(Ten) days following the last date of the month. The monthly kilometreage statement-cum-bill must be accompanied with a certificate every month as per Proforma-IV towards his/her compliance with the Statutory Acts affecting the operation of this Service Agreement.
- b (ii). The monthly kilometreage statement-cum-bill must include a factual record based on daily log sheet for services rendered as per instructions of the Company's Engineer, i.e. for Company duty only.
- b (iii). Accept such adjustments on the monthly kilometreage statement-cum-bill as the Company's Engineer may make on account of all or any of the following:-
 - i. Deductions for defaults / shut downs not shown correctly:
 - ii. Deductions for liquidated damages & penalty for shut downs:
 - iii. Deductions for penalties in case of breach of contract:
 - iv. Adjustment of kilometreage and corrections as per Clause 5.11 of Part-I under General Terms and Conditions of Transport Contract.
 - v. Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in that regard shall be final.

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

4.19 Besides above, all other activities are to be in compliance with the provisions of Indian Motor Vehicle Act and the Rules framed there-under.

4.20 The Company reserves the right to extend the contract beyond two years at its own discretion. In case of such extension, the fixed charge shall be reduced by 10%.

5.0 **GENERAL HSE POINTS (as applicable):**

5.1 It will be solely the Contractors 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 subcontractors 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.

5.2 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.

5.3 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.

5.4 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.

5.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

5.6 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.

5.7 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.

5.8 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

5.9 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.

5.10 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.

5.11 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.

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

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

5.14 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.

5.15 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.

5.16 The health checkup 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.

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

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

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

5.20 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.

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

5.22 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.

5.23 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.

5.24 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

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

5.26 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.

1.2 VINTAGE: Brand new vehicle procured & registered after issuance of LOI (Letter of Intent) / Letter of Award (LOA).

1.3 Company reserves the right to change the vehicle type (i.e. 4WD or 2WD).

1.4 **REGISTRATION:** The vehicle must be registered in the state of Mizoram (Mizoram Registration Number) or in the district of Cachar of Assam (Cachar district Registration Number).

1.5 **Fittings & Accessories:** Each vehicle must be fitted/provided with all essential fittings & accessories viz. foot-step, reversing alarm, fog lights, first aid box, fire extinguisher, spare wheel, standard tool kit, wheel wrench, jack & handle, floor mats, seat cover, etc..

NOTE: -

a. Contract will be awarded to successful bidders for both the vehicles; accordingly bidders' offers must be for two vehicles.

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 required to provide/submit the following along with technical bid.

- i. Make & Model of vehicles offered (in **PROFORMA-A**).
- ii. Duly filled up **PROFORMA-A** in prescribed format detailing Make & Model of vehicles offered, declaring that if awarded with the contract by OIL, the bidder would supply the vehicles and carryout the jobs strictly as per the specifications and terms & conditions of the tender (Part-I, II, III and other relevant documents).
- iii. Manufacturer's original printed technical leaflet/brochure of the vehicle containing all above technical details (para 1.0) amongst others. In case of offer for equivalent make & model, same (make & model, variant viz. LX, EX, SLE, etc.) shall be clearly indicated/highlighted.

[The list of documents to be submitted including the documents in support of turnover, experience, etc. as required under BRC against this tender is provided in Annexure-I.]

2.0 **AREA OF DEPLOYMENT/OPERATION -**

2.1 The services under this contract are planned to be performed primarily in the State Of Mizoram and accordingly, Company may deploy/use the vehicle at any place of Company's operational areas in Mizoram. However, Company also reserves the right to engage the vehicle/s, during the tenure of the contract, anywhere in its other operational areas in the adjoining states of Assam, if situation so arises, at same rates, terms & conditions. Similarly, the Company may release the vehicle/s any time during the tenure of the contract, if situation so warrants.

3.0 **INSPECTION, DOCUMENTATION, STATUTORY COMPLIANCES & DRIVER'S EXPERIENCE -**

3.1 Each vehicle shall at all times be Comprehensively Insured (Package Insurance) by the Contractor against all risks at his/her/their own cost. Each vehicle shall also possess all statutory certificates viz. Registration, Pollution, etc. throughout the contractual period.

3.2 Each vehicle shall be duly inspected by the Company before accepting it for its use. Such inspection/test shall be carried out entirely at the Contractor's risk. Unit found deficient or defective in any manner shall not be accepted until such deficiency is completely rectified to the satisfaction of the Company.

3.3 At the time of above inspection during placement, all statutory certificates viz. Registration, Insurance, Pollution, driver's license, etc. in original shall be submitted for inspection/verification. **ADDITIONALLY, A COPY OF THE SALE CERTIFICATE (FORM 21 - from the vehicle dealer) SHALL ASLO BE SUBMITTED.** One set of photocopies of all above certificates shall be submitted for Company's retention. The Contractor/his representative must be personally present at the time of placement of the vehicle/s.

3.4 In addition to the inspection at the time of placement, to ascertain the roadworthiness, each vehicle may 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 Contactor to the full satisfaction of the Company. At the time of each such inspection, all certificates/documents detailed at para. 3.3 above shall also be submitted in original for inspection/verification.

3.5 **EXPERIENCE OF DRIVER:** The driver of each vehicle must possess valid LMV license (min.) for last minimum 3(three) years as on 30.12.2012, out of which he must have experience of driving passenger vehicle in hilly terrain for at least 1(one) year. For better interest of all concerned, it is desired that the Contractor engages driver/s having good

experience in this regard. It is also desired that the driver, staff/representative are conversant with the routes of Mizoram and have knowledge of local language.

4.0 **TERMS & CONDITIONS AND OTHER COMPLIANCES -**

4.1 The contractual period of the Contract Agreement shall be counted from the date of placement of the first unit into Company's service (Place of Placement - Aizawl, Mizoram).

4.2 The duty timing for deployment of the driver/s 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 the Company.

4.3 For proper & efficient functioning of the services as well as liaisoning with Company's engineer/representative, the Contractor shall engage supervisory staff/representative and furnish the details.

4.4 The drivers/staff engaged by the Contractor shall be of good character, discipline and in good health. If the drivers/staff indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, it will be the responsibility of the Contractor to deal with the matter.

4.5 In Company's opinion, if a driver/staff is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he will not be allowed to perform his duty any further. In that event, the Contractor must remove the driver/staff with suitable replacement on getting advice from the Company. Decision of Company's engineer / representative as to such competency & suitability of any driver/staff engaged by the Contractor shall be final and binding on the Contractor.

4.6 The Contractor shall faithfully discharge his obligations under all laws for the time being in force; particularly the payment of wages act, minimum wages act, workmen's compensation act, motor vehicles act etc. and keep the vehicle and the employee therein fully covered of all risks and accidents. The Contractor shall engage as many numbers of drivers as may be necessary to maintain uninterrupted supply of the services of the vehicle for 12 hours daily or if necessary, beyond the said period, for seven days a week.

4.7 It will be solely the Contractor's responsibility to fulfill all legal & statutory obligations/formalities of State governments as well as other statutory bodies for plying the vehicles in Mizoram and Assam. Accordingly, each vehicle shall possess valid Registration, Pollution, Comprehensive Insurance, etc. throughout the contractual period and it shall be the Contractor's responsibility to obtain and renew such certificates as and when necessary.

4.8 During the currency of the Contract Agreement, the Contractor shall neither withdraw the vehicle from service for any reason nor use the vehicle/s for private purpose. Similarly, under no circumstances, the vehicle shall carry out/involve in any unlawful activities/ duties. In the event of any such case, the Contractor will be held responsible for the consequences.

4.9 Maintenance of the vehicles is the complete responsibility of the Contractor. The Contractor, at all the time, shall maintain the units in perfect roadworthy conditions, which is an essential obligation of the Contractor. All sorts of POL, lubricants, etc. for running of vehicles shall be supplied by the Contractor.

4.10 In addition to maintenance and supply of POL, etc for the vehicles, the Contractor shall be solely responsible, throughout the period of the contract, for providing all requirements of their drivers/staff including but not limited to, to & fro transportation, en-route/ local boarding, lodging & medical attention, uniform, payment (if any) to the supervising staff/representative, etc. The Company shall have no responsibility or liability in this regard.

4.11 In addition to insurance coverage for the vehicles, the Contractor shall arrange all insurances to cover all risks in respect of their drivers/staff members and any other materials belonging to the Contractor during the currency of the contract. The Company shall have no responsibility or liability in this regard. Further, the Company shall not be responsible under

any circumstances for any claim/compensation that arises due to damages/injury to the Contractor's vehicles, property, drivers, staff, etc.

4.12 Notwithstanding with any clause of the contract, the contract will be terminated on account of any one of the following situations –

- a. Deteriorated mechanical condition of the vehicle.
- b. Frequent shutdown due to non-availability of fuel etc.
- c. During the currency of the contract, if it is found that the Contractor submitted any false statement / document in the application / tender document.
- d. 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. Change of ownership at any time during the tenure of the contract period will lead to termination of the contract.

4.13 Payment shall be made for the days / kilometreage actually logged on Company's duties as per instructions of the Company's Engineer and as reflected in the Daily Log Book.

4.14 For the days or part thereof when the services envisaged under this agreement are disrupted due to default / shut down etc. Clause Nos. 1.27 and 1.32 of Part I of the agreement will be applicable.

4.15 It will be entirely the responsibility of the Contractor/his supervisor/ representative/ driver to ensure strict adherence to all safety and security measures while on duty. The driver/staff shall abide by and comply with all the rules, regulations and guidelines of safety & security measures while on duty as per the Mines Act, Oil Mines Regulations, Motor Vehicle 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. A general guideline on HSE points to be followed is given in Clause-5.0 hereunder.

4.16 The vehicles shall be parked at Company's base station, guest house or any other places as decided by the Company at the end of duty everyday. However, security of the vehicles shall be absolutely at the risk of the Contractor.

4.17 **TERMS OF PAYMENT:**

- a. On receipt of the Monthly Statement-cum-kilometreage Bill, the Company's Engineer shall verify the same with the Daily Log Book and forward the same after making adjustment as may be necessary to the Finance Department of the Company for Payment. The Bill must be accompanied with the following:
 - i. Daily Log Book in original for the month.
 - ii. Statutory Compliance Statement.
- b. The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.
- c. Payment of monthly bills, if undisputed, shall be made within 30 (Thirty) days following the date of receipt of the same by the Company. The Company shall within 30 (Thirty) days of receipt of invoice notify the Contractor or any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.
- d. Payment against this contract will be made under 3(three) items namely Fixed Charge per month, Running charge per Km and Overtime for driver per hour only as detailed in Part-II (SOQ)-Schedule of Work, Unit and Quantity. The average kilometre run and average overtime per month per vehicle are estimated to be 4000 Km and 60 hrs respectively, which however will get changed from month to

month based on actual job requirement and payment will be made as per such actual utilisation only.

- e. However, while on duty, if the Contractor incurs any expenditure in the form of Parking Charges, Toll Charges and Inter-state entry tax, same will be reimbursed to the Contractor by the Company at actual with the monthly bill against submission of documentary evidence of such payments.
- f. The wages etc. due to the driver/s must be paid in full in time, as mentioned elsewhere in the agreement. If there is any complaint from the crew members, the Company will be at liberty to deduct the wages etc. from the monthly bill.
- g. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the driver/s appointed by the Contractor. Such statutory or any other increase in wage rates, if payable, shall be borne by the Contractor. However, in case of any increase in Monthly Wages & Overtime Rate as detailed under Part-II (SOQ)-Schedule of Work, Unit and Quantity, same will be reimbursed to the Contractor as per actual.

4.17.1 For the purpose of payment for the service rendered the Contractor shall –

- a. Accept as final and daily logbook which must be signed on a daily basis by the Company's Engineer. Any deletions and/or over writings on the Daily Log Book must be avoided as far as practicable and if such deletions and over writings are incidental, the same must be countersigned by the Company's Engineer, otherwise the Monthly kilometreage Statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which second copy be retained by the Contractor for preparing the monthly kilometreage statement-cum-bill only at the end of each month. The original should be sent to Accounts Department and the first copy be retained by the Company (use department).
- b(i). Prepare monthly kilometreage statement-cum-bill and submit the same to the Company's Engineer for verification within 10(Ten) days following the last date of the month. The monthly kilometreage statement-cum-bill must be accompanied with a certificate every month as per Proforma-IV towards his/her compliance with the Statutory Acts affecting the operation of this Service Agreement.
- b(ii). The monthly kilometreage statement-cum-bill must include a factual record based on daily log sheet for services rendered as per instructions of the Company's Engineer, i.e. for Company duty only.
- b(iii). Accept such adjustments on the monthly kilometreage statement-cum-bill as the Company's Engineer may make on account of all or any of the following:-
 - i. Deductions for defaults / shut downs not shown correctly:
 - ii. Deductions for liquidated damages & penalty for shut downs:
 - iii. Deductions for penalties in case of breach of contract:
 - iv. Adjustment of kilometreage and corrections as per Clause 5.11 of Part-I under General Terms and Conditions of Transport Contract.
 - v. Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in that regard shall be final.

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

4.19 Besides above, all other activities are to be in compliance with the provisions of Indian Motor Vehicle Act and the Rules framed there-under.

4.20 The Company reserves the right to extend the contract beyond two years at its own discretion. In case of such extension, the fixed charge shall be reduced by 10%.

5.0 **GENERAL HSE POINTS (as reference) -**

5.1 It will be solely the Contractors 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 subcontractors 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.

5.2 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.

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5.4 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.

5.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

5.6 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.

5.7 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.

5.8 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

5.9 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.

5.10 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.

- 5.11 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.
- 5.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 5.13 The Contractor shall have to report all incidents including near miss to Installation Manager /departmental representative of the concerned department of OIL.
- 5.14 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.
- 5.15 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.
- 5.16 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centres 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 employees below 45 years of age & three years for employees of 45 years of age and above.
- 5.17 To arrange daily tool box meeting & regular site safety meetings and maintain records.
- 5.18 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
- 5.19 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employees' place of work and who may be affected by the employees act or omissions at work.
- 5.20 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.
- 5.21 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 5.22 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.
- 5.23 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.
- 5.24 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 5.25 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
- 5.26 For any HSE matters not specified in the contract document, the Contractor will abide the relevant & prevailing Acts/rules/regulations pertaining to Health, Safety & Environment.

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PART-IV

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

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/specifications 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 of the bidder during last 3(three) financial years ending 31.03.2013 must be minimum of Rs.10.80 lakhs. The proof of annual turnover should be either in the form of audited Balance Sheet and Profit & Loss Account or certification from Chartered / Cost Accountant firm indicating the Code Number must be submitted along with bid.

1.1.2 The bidder shall be in the business of providing services of similar works to Public Sector Undertaking (PSU)/Central Government/State Government/Reputed Private Sector Companies having the experience of successfully executing the following assigned work/s during the last 7(seven) years ending on 31.03.2014.

- (a) One executed work of value not less than Rs. 28.80 lakhs each.
Or
- (b) Two executed works of value not less than Rs. 18.00 lakhs each.
Or
- (c) Three executed works of value not less than Rs.14.40 lakhs each.

NOTE TO ABOVE CLAUSE NO. 1.1.2:-

- A. Similar Works means providing of transport services.
- B. Documentary evidence in support of experience must be submitted along with the Technical Bid. The documentary evidence must be in the form of Job Completion certificate etc. as applicable showing amongst others the following. ONLY LOI (Letter of Intent) / LOA (LETTER OF AWARD) / WORK ORDER COPIES ARE NOT ACCEPTABLE.
 - (a) Gross value of work done within the requisite time span.
 - (b) Nature of work done
 - (c) Time span of work done [refer point (C) below].
- C. Bidder must be in the business of providing services to PSU / Central / State Govt. / Reputed Private Sector Companies for any length of time during last 7(seven) years ending 31.03.2014 i.e. for any length of time within the period 01.04.2007 to 31.03.2014 (both days inclusive). During this period of 7(seven) years, bidder must have successfully carried out job(s) of value either Rs. 28.80 lakh under a single contract or Rs. 18.00 lakh each under 2(two) separate contracts or Rs. 14.40 lakh each under 3(three) separate contracts. Accordingly, the Starting Date and/or the Job Completion Date of respective contract/s need not necessarily be fall within the seven years period of 01.04.2007 to 31.03.2014; but the value of job/s done must be of requisite amount as above and within the period mentioned above.

1.1.3 The bidder must have their office at Aizawl, Mizoram and must provide the Address, Telephone/Fax/Mobile Nos. etc. of such office in their bids failing which the bid shall be rejected.

1.2 COMMERCIAL

1.2.1 Bids shall be submitted under Single Stage Two Bid system i.e. Technical Bid and Priced Bid separately as explained in details in this Tender Document. Bids not conforming to this system shall be rejected outright.

1.2.2 **Bid Security in Original** shall be furnished as a part of the Technical Bid and must reach office of **General Manager (NEF), Oil India Limited at Duliajan, Assam** before opening of technical bids. The amount of Bid Security shall be as specified in the Forwarding Letter of the Tender Document. Bids without proper & valid 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/accepted.

[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].

1.2.3 Any bid received by the Company after the deadline for submission of bids 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 rates in accordance with the price schedule outlined in **PRICE BID FORMAT (PROFORMA-B)**, and submit the same along with their Price Bid; otherwise the Bid will be summarily rejected.

1.2.6 There should not be any indication of price/rates in the Technical Bid. A bid will be straightway rejected if price/rate is given in the Technical Bid.

1.2.7 Bids in which the rate for any part of the work is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention "**NIL RATE**" or "**NIL**" against all such items of their bid where no charge is involved/ envisaged by the bidder.

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

1.2.9 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 for increase/decrease in Running Rate in the event of changes of diesel price by plus or minus (+/-) 5% (five percent) over the tendered diesel price as detailed elsewhere in this tender document.

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

1.2.11 Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative failing which the bid may be liable for rejection.

1.2.12 Document submitted by bidders shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialled by the person who has signed the bid, failing which the bid may be liable for rejection. White fluid should not be used for making corrections.

1.2.13 The Integrity Pact must be submitted with the Technical Bid. The Integrity Pact (Part-V of this dib document) has already been duly signed by OIL's competent signatory. It has to be returned by the bidder duly signed by the same signatory who has signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be rejected straightway.

1.2.14 Any bid with conditional offers will not be considered and will be 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 month per vehicle ----- **(A)**
(Vehicle for 24 hrs. with the services of driver for
12-hrs. duty everyday throughout the month)
- (ii) Running Charge per Km per vehicle ----- **(B)**
- (iii) Overtime rate for driver per hour ----- **(C)**
(Beyond 12 hours of normal duty on any day)

2.2 For ascertaining overall ranking, the total bid price will be worked out taking the quantum indicated above and the rates quoted in the **PRICE BID FORMAT** for the particular item. The Bid Price per vehicle will be worked out as below:

BID PRICE PER VEHICLE PER MONTH = [A+ {B X 4000} + {C X 60}] ----- **(D)**

TOTAL BID PRICE PER VEHICLE FOR TWO YEARS = 24 x **(D)**

2.3 Above with consideration of average run of 4000 Km per month and 60 hrs. of OT per month for each vehicle and contractual period of 2 years. It is, however, to be clearly understood that these consideration of average Km run, OT, etc. per month are purely tentative and valid for bid evaluation purpose only; the Contractor will be paid as per actual utilisation/jobs executed during the month only.

3.0 GENERAL -

3.1 The Statement of Compliance/Non-Compliance (enclosed PROFORMA-C) should be signed and submitted along with the Technical Bids. In case bidder takes exception to any clause of tender document not covered under BRC/BEC, then the Company has the discretion to load such exceptions or reject the offer on account of such exception if the bidder does not withdraw/modify the deviations when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.

3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of the tender clauses including clauses covered under BRC/BEC and such clarifications (the BRC/BEC clauses fulfilling in toto) must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.3 Any exception or deviation to the tender clauses must be tabulated in PROFORMA-C and submitted along with Un-priced Technical Bid as detailed above. Any additional information, terms or conditions included in the Priced Bid will not be considered by OIL for evaluation of the Tender.

3.4 If any clauses in the BRC contradict clauses elsewhere in the Tender Document, then the clauses in the BRC shall prevail.

3.5 Company reserves the right to reject any or all the bids or accept any bids without assigning any reason.

4.0 AWARD OF CONTRACT:-

4.1 After evaluation as per BEC, Company shall award the contract as per the following methodology –

(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 (L1) will be awarded with the contract for supplying the services of 2(two) vehicles.

(c) The L2 bidder will be awarded with the contract for supplying the services of remaining 1(one) vehicle subject to matching their offer with L1 bid price in totality. Since there are 3(three) items for quoting rates, party shall be asked to reduce the rate or rates suitably, which is / are (as the case may be) above L1 rate, so as to match with the L1 total bid price.

(d) On failure of L2 bidder to comply as (c) above, L3, L4.... bidders etc, if any, will be considered in that order for award of the contract for supplying the services of the remaining 1(one) vehicle, subject to matching their offer with L1 bid price in totality as above (c).

(e) In case, L1 bidder happens to be more than one, contracts for the 2(two) and 1(one) vehicle respectively will be awarded on the basis of lottery.

(f) In case of identical situation as in (e) either in (c) or (d) above i.e. more than one L2, L3 bidders in that order, award of contract for the remaining 1(one) vehicle will be decided on the basis of lottery.

(g) **On failure of L2, L3..... bidders, as the case may be, to match price with L1 bid price, contract for the full 3(three) vehicles will be awarded to L1 bidder.**

(h) Decision of the Company to above effects will be final and binding to the bidders.

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PART-V

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 3(three) numbers Brand New Tata Sumo Gold EX or Mahindra Bolero SLE or any other equivalent make & model light passenger vehicles with driver and all fittings & accessories for use in Mizoram and any other surrounding states/areas of OIL's activities for a period of 2(two) years with a provision for extension. **The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.**

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

Section: 1 -Commitments of the Principal

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

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

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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 cartelization in the bidding process.

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated

damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)

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

reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section: 9 -Pact Duration

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

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

Section: 10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.

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.

OIL INDIA LIMITED

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. DULIAJAN

Date

NAME OF INDEPENDENT EXTERNAL MONITORS:

(a) Shri N. Gopaldaswami, IAS (Retd.).
Ph: +91-44-2834-2444 (R), 96001 44444 (M)
E-mail: gopaldaswamin@gmail.com

(b) Shri Ramesh Chandra Agarwal, IPS.
Ph: +91-9810787089, 91-1122752749
E-mail: rcagarwal@rediffmail.com

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(Bidder should complete this Proforma on their letter pad and submit the same with their Techno-commercial Bid)

Ref No. : _____

Date: _____

To
General Manager (NEF)
Oil India Limited
NEF Project
Duliajan

Sub : Make & Model, confirmation of acceptance, etc

Ref : Tender No. _____

Dear Sir,

With reference to above noted tender, I/we hereby confirm that if the contract under the above tender is awarded to me / us, I/we would supply the vehicles and carryout the jobs strictly as per the specifications and terms & conditions of the tender (Part-I, II, III and other relevant documents of this tender document).

2.0 Make & Model of vehicles offered by me/ us is as under –

Make & Model (Tata Sumo/Mahindra Bolero / equivalent)	Variant (EX, SLE, etc)	Salient features	
		Headings	Features offered
		a. Steering	a. Power Assisted Steering / Normal Steering
		b. Tyre size (215/75 R15 or wider)	b. _____
		c. Engine emission	c. _____

3.0 I/we also accept and confirm that I/we would supply all the 3(three) units of vehicle as per 'AWARD OF CONTRACT' under Part-IV (BRC/BEC), if situation so warrants.

4.0 The Validity period of my/our Bid is _____ days from the date of tender opening.

5.0 My/our office address at Aizawl, Mizoram and Telephone/Fax/Mobile Nos. etc. are as under –

Address : _____
: _____
Telephone/Fax/Mobile : _____

6.0 I/We declare & certify that the information given above is true and correct to the best of my/our knowledge and belief and no part thereof is false.

6.1 I/We further declare that in case at any stage, it is found that the information/any part of the information given above is false and/or incorrect, Company shall have the absolute right to take action on me/us as deemed fit as per the terms & conditions of the tender.

7.0 Thanking you

Signature: _____
Name: _____
For M/S: _____
Address: _____

PRICE BID FORMAT

1. DESCRIPTION OF WORK / SERVICES -

HIRING SERVICES OF 3(THREE) NUMBERS BRAND NEW TATA SUMO GOLD EX OR MAHINDRA BOLERO SLE OR ANY OTHER EQUIVALENT MAKE & MODEL LIGHT PASSENGER VEHICLES WITH DRIVER AND ALL FITTINGS & ACCESSORIES FOR USE IN MIZORAM AND OTHER SURROUNDING STATES/AREAS OF OIL'S ACTIVITIES FOR A PERIOD OF 2(TWO) YEARS WITH A PROVISION FOR EXTENSION.

2. Vintage of Vehicle : Brand new vehicle purchased after issuance of LOI (LOA).
3. Tenure of Agreement : 2(Two) years from the date of placement of the first vehicle.
4. Provision for Extension of Contract : May be extended beyond the initial period of 2(two) years with 10% reduction in Fixed Charge.
5. Area of operations : Whole of Mizoram and any other surrounding states/ areas of Company's activities.
6. Bid Opening Date & Time : 17th June, 2014 at 14:00 Hrs (IST)
7. Tendered Cost of Fuel Price : Rs. 56.00 (normal diesel rate at Aizawl, Mizoram)
8. Rated Consumption of fuel : 8.0 KMPL (Eight Km per Liter)
9. Mobilization Period : 45(Forty Five) days from date of issuance of LOA

10. SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES PER VEHICLE-

Item No.	Description of Service	Unit in Words	Quantity	Rate per Unit (Figs & Words) Rs.	Amount Rs.
1	Fixed Charge per month per vehicle (Vehicle for 24 hrs. with the services of driver for 12-hrs. duty everyday throughout the month)	Month	24		
2	Running Charge per Km (at tendered fuel cost)	Km	96,000		
3	Overtime rate for driver per hour (Beyond 12 hours of normal duty on any day)	Hours	1,440		
Total estimated Contract Value per vehicle (for 2 years) – (Sum of Amount in Srl. No. 1, 2 & 3 above)					
VAT-able Component -					

Note: - The above rates include all liabilities including Statutory Liabilities.

11. The above rates shall remain 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 except in respect of the following -

- Reimbursement / deduction on the Running Charge per km will be applicable if the diesel price (normal diesel) at Aizawl, Mizoram changes plus or minus 5% (five percent) over the Tendered Cost of Fuel Price (Sl. No. 7 above). The applicable rates of variation will be calculated considering Rated Consumption of Fuel as '8(eight) Km run per liter'.

12. All Duties and Taxes including Service Tax, VAT, Corporate Income Taxes and other levies, as applicable, payable by the successful bidder under the Contract shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

13. The Fixed Charge is for vehicle for 24 hours with services of drivers for 12 hours every day. It also includes all applicable taxes & duties including VAT/Service Tax as applicable; insurances; wages, PF, uniform, etc. of driver/s as well as emoluments for relief driver(s) and other staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The drivers' monthly wages includes any overtime payable to the driver or drivers engaged beyond the period of 8 hours up to 12 hours every day. For services of the vehicle with driver beyond 12 hrs, OT for driver will be reimbursed by OIL at the agreed rates (Item No. 3 under para 10 above)

14. Bidders are required to indicate the VAT-able component of their quoted Fixed Charge per vehicle per month in the "PRICE BIDDING FORMAT" as provisioned above. The above information is required for deduction of VAT. If bidder does not indicate the same, entire fixed charge will be considered as VAT-able. Also, in case VAT is applicable in more than the amount declared by the Contractor, the same shall be on Contractor's account only i.e. no additional towards the same shall be payable by the Company.

15. Company may extend the contract beyond initial period of 2-years with 10% reduction on Fixed Charges and such extension shall be binding on part of the contractor.

16. Bid in which the rate for any of the services (Table at Sl. No. 10 above) is not quoted shall be rejected. However, if no charge is involved for any of the work/ services, "NIL" or "NIL RATE" should be mentioned against such services.

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STATEMENT OF COMPLIANCE / NON-COMPLIANCE

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that excepting above deviations all other terms and conditions of the tender document shall be fully complied with.

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 (other than the BEC/ BRC) the same should be indicated here and submit with their Bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Signature and seal of the bidder: _____

Name of bidder: _____

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FORM OF BID SECURITY (BANK GUARANTEE)

To

M/s OIL INDIA LIMITED,

Duliajan, Assam, India,

Pin - 786 602.

WHEREAS, (Name of bidder) _____ (hereinafter called 'Bidder') has submitted their offer/Bid no. _____ Dated _____ against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Company)'s Tender **No.: D203632P15** for the supply of _____ (hereinafter called 'the Bid') KNOW ALL MEN by these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called 'the Bank') are bound unto the Company in the sum of (*) _____ for which payment well and truly to be made to Company, the Bank binds itself, its successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of _____ 2014.

THE CONDITIONS of these obligations are:

- (1) If the bidder withdraws / modifies 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 Contract in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
- (3) If the Bidder furnishes fraudulent document/information in their bid.

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 all of the 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 _____

Date _____

Place _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

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PROFORMA LETTER OF AUTHORITY

TO

GENERAL MANAGER (NEF),
NEF PROJECT,
OIL INDIA LIMITED,
DULIAJAN, ASSAM
INDIA - 786602

Sir,

Sub: OIL's Tender No. D203632P15

We _____ confirm that Mr./Mrs. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

Note: This letter of authority shall be on printed letter head of the bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such bidder. If signed by a consortium, it shall be signed by members of the consortium.

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FORM OF PERFORMANCE BANK GUARANTEE

To

M/s OIL INDIA LIMITED,
Duliajan, Assam, India,
Pin - 786 602

WHEREAS _____ (Name & address of Contractor) (hereinafter called 'Contractor') had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called 'the Contract').

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ in words) (_____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 1 month after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Date _____
Place _____

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ANNEXURE - I**List of documents to be submitted including the documents in support of turnover, experience, etc. as required under BRC against this tender**

Sl. No.	Reference Clause No. (of tender)	Documents to be submitted as per tender requirements
1	Part-III : 1.0 - Note (b).iii	Manufacturer's original printed technical leaflet/ brochure of the vehicle offered.
2	Part-IV : BRC/BEC 1.1.1	Proof of annual turnover - either in the form of audited Balance Sheet and Profit & Loss Account or certification from Chartered / Cost Accountant firm indicating the Code Number must be submitted along with Bid.
3	Part-IV : BRC/BEC 1.1.2	Job Completion certificate etc. showing amongst others the following. ONLY LOI (Letter of Intent)/LOA (LETTER OF AWARD)/WORK ORDER COPIES ARE NOT ACCEPTABLE. (a) Gross value of work done within the requisite time span. (b) Nature of work done (c) Time span of work done [refer point (C) below].
4	Part-IV : BRC/BEC 1.1.3	Bidder's office address at Aizawl, Mizoram - Address, Telephone/ Fax/ Mobile Nos. etc.
5	Instructions to Bidders : 8.0	Integrity Pact (Part-V of Tender document)
6		Proforma A : Make, Model, confirmation of acceptance, etc
7	-	Proforma B : Price Bid Format (With PRICE BID)
8	-	Proforma C : Statement of Compliance / Non-Compliance
9	-	Proforma D : Bid Security (Bank Guarantee) - as applicable.
10	-	Proforma E : Letter of Authority
11	-	Proforma F : Authorisation for Attending Bid Opening
12	-	Any other documents as per the tender requirements

Note: The original tender document as issued by the Company bearing Serial No., Seal & Signature shall be duly signed & sealed and filled up, as necessary, by the bidder or by the duly authorised representative of the bidder in all pages as a token of acceptance of the offered terms & conditions of the tender and submitted along with the Technical Bid.

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