

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

TENDER DOCUMENT

COVERING LETTER

Document Serial No. _____ at the office of Head-Contracts, Duliajan

Signature of Issuing Officer _____ Date of Issue _____

Designation: _____

Office Seal:-

1.0 TENDER REFERENCE NO. : DCT0124P16

2.0 DESCRIPTION OF SERVICES: Hiring the services of brand new 44/48 seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus] of Model: Ashok Leyland ALPS V4/184 or TATA LP1512/52 or equivalent model bus, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorised by the Company.

Total quantity- 45 numbers & award on "one-bidder-two-buses"

3.0 Sealed tenders are invited from reliable, experienced and resourceful bidders for the above-mentioned services. This tender document is non-transferable.

4.0 TYPE OF BID: SINGLE BID

4.1 BID SALE DATE: From 16/02/2016 to 21/03/2016 (upto 15:30 HRS IST)

4.2 TENDER FEE: Rs.5, 000/-

EXEMPTION FROM SUBMISSION OF TENDER FEE:

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

Government Departments, Public Sector Units (PSU) are also exempted from payment of tender fee.

The firms registered with NSIC / Directorate of Industries etc. as mentioned above who intend to claim exemption from payment of Bid Document cost (Tender Fee), must furnish the evidence that they are registered for the items they intend to bid. Such documentary evidence should be submitted to OIL at least 07 (seven) days in advance of date of closing of sale of Bid Documents.

5.0 BID CLOSING DATE & TIME: 22.03.2016 (12:45 HRS IST)

6.0 ~~TECHNICAL~~ / COMPOSITE BID OPENING DATE & TIME: 22.03.2016 (13:00 HRS IST)

7.0 ~~COMMERCIAL/PRICE BID OPENING DATE & TIME: (13:00 HRS IST)~~

8.0 EARNEST MONEY/BID BOND/BID SECURITY: RS. 99,000/- (RUPEES NINETY NINE THOUSAND) ONLY.

Contractor

Company

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9.0 BID OPENING PLACE:

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

10.0 MOBILISATION PERIOD: Six months from the date of issuance of Letter of Award (LOA).

11.0 DURATION OF THE CONTRACT: Four years from the date of placement of the first Bus.

12.0 BID SUBMISSION:

12.1 The detailed tender document consisting of Covering letter, GCC(Part-I),SOQ(Part-II),SCC(Part-III),SM, Annexure-A (Details of Bidder), Annexure-B (format for affidavit), Annexure-C (format for joint declaration), format for Bank Guarantee (for Bid Security), Letter of Authority, Statement of Non-Compliance, Bid Form, Integrity Pact (Annexure-D) and Checklist supplied herewith by the Company bearing seal & signature of OIL's authorised person and duly signed & filled up and sealed by the bidder in all pages as a token of acceptance of the offered rates, terms & conditions is to be submitted along with the requisite supporting documents in a sealed envelope **on or before 12:45 PM(IST)** on the Bid closing date.

12.2 Bidder(s) may send their offers to the address mentioned below by post or submit the same in the tender box situated at the same address.

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN, DISTRICT: DIBRUGARH
PIN- 786 602 (ASSAM)

Company will not be held responsible for any postal delay or non-receipt of the same. Any offer received after the appointed time on the bid closing date shall be summarily rejected.

12.3 In case the bid closing date happens to be a bundh / holiday, the same will be deferred to the same time of the next working day (except Saturday).

12.4 The following should be written on the sealed envelope containing the offer:

Tender No.: **DCT0124P16** (Hiring services of 44/48 seater Buses)
Bid Closing Date & Time: **22.03.2016 AT 12:45 PM (IST)**
Bidder's name: _____
Bidder's mailing address: _____

13.0 EARNEST MONEY DEPOSIT (EMD) /BID SECURITY:

13.1 The offer must be accompanied by a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (in specified format or any other format acceptable to Oil India Limited) purchased from any Scheduled / Nationalised Bank favouring OIL INDIA LIMITED, payable at DULIAJAN or Pay-in-slip (available at designated banks at Duliajan) for the amount applicable as per para 8.0 towards Earnest Money Deposit (EMD). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY. The EMD shall not earn any interest to the tenderer(s) from the Company.

Bids without BID SECURITY in the manner specified above will be summarily rejected.

The validity of Bid Security in the form of BANK GUARANTEE should be for 30 days beyond the required bid validity period i.e for minimum 210 days from the date of Bid opening (minimum up to **17.10.2016**)

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

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

13.3 The EMD will be forfeited in case the tenderers withdraw their offer for any reason whatsoever after the appointed time on the bid closing date and before the validity period of the offer which shall be 180(One Hundred Eighty) days from the date of opening of the tender. Any such withdrawal will make the tenderer liable to be debarred from further tendering at the sole discretion of the Company and the period of debarment will not be less than 2(two) years.

13.4 EXEMPTION FROM SUBMISSION OF BID SECURITY:

13.4.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

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

14.0 Any offer received after the appointed time on the Bid closing date shall be summarily rejected and returned to the tenderer(s) unopened.

15.0 No modification or alteration to the offer shall be permitted after the appointed time on the bid closing date. NO CLARIFICATION ON WHATSOEVER REASONS THEREOF WILL ALSO BE ENTERTAINED AFTER THE BID CLOSING DATE.

16.0 TENDER OPENING AND EVALUATION:**16.1 BID OPENING AND EVALUATION:**

16.1.1 The ~~Technical~~ / Composite bid will be opened on **22.03.2016** (Bid opening date) at 1300 hours (IST) in the presence of any attending Tenderer(s) or their Authorized Representative. However, an authorized letter from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Tenderer(s) & Authorized Representative(s) will have to sign a register evidencing their presence. In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday).

16.1.2 Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

~~16.2 OPENING OF PRICE BID:~~

~~**16.2.1** In case of Two bid system, after the evaluation of the Technical Bids, the Price (Commercial) Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 16.1.1 above.~~

~~**16.2.2** The rates shall be quoted per unit as specified in Part II hereof and shall be in words as well as in figures. No overwriting shall be allowed but all corrections must be initialed on the blank space above. In case of discrepancy, rates quoted in words shall be considered to be correct.~~

16.2.3 The offer must be valid for acceptance up to 180(One Hundred Eighty) days from the date of tender opening.

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

17.0 RESPONSIVENESS OF BID: For the purpose of determining the responsiveness of a bid, it must conform to all the terms and conditions of the bidding document without any material deviation.

18.0 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as nonresponsive and rejected.

18.1 The bidder should have an average annual turnover of **Rs.59.58 lakhs** during the last 03 (three) accounting years to be reckoned from bid closing date.

Documentary evidence must be submitted along with the bid. The documentary evidence must be in the form of any one of the following documents (attested/self-attested):

(i) Attested/Self-attested copy of Audited Balance Sheet and Profit & Loss Account

or

(ii) Attested/Self-attested copy of certificate issued by a practicing Chartered/Cost Accountants Firm with Membership Number and firm Registration Number.

18.2 The bidder shall be in the business of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Corporations having the experience of successfully executing the following assigned similar work(s) during the last 07(seven) years ending on 31.01.2016

(a) Single contract of minimum value of **Rs. 158.87 lakhs.**

or

(b) Two contracts of minimum value of **Rs. 99.29 lakhs each.**

or

(c) Three contracts of minimum value of **Rs. 79.43 lakhs each.**

Documentary evidence must be submitted along with the bid. The documentary evidence must be in the form of Job Completion certificate / Gross Payment Certificate etc. (attested/self-attested) as applicable showing:

(i) Gross value of job done; and

(ii) Nature of job done; and

(iii) Time period covering as per the NIT.

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

Note to Bidder(s):

(i) "Similar Nature" work(s) mentioned in Para 18.2 means:

Providing Transport Services involving Light Passenger Vehicles / Buses/ Heavy Vehicles/ Logistic Equipments or any other Transport Services.

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(ii) The bidder must be in the business of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Corporations for any length of time during the last 07(seven) years ending on **31.01.2016** i.e. for any length of time within the period **01.02.2009 to 31.01.2016** (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out similar jobs of value either **Rs.158.87 lakhs** under a single contract or **Rs. 99.29 lakhs** each under 02(two) separate contracts or **Rs. 79.43 lakhs** 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 **01.02.2009 to 31.01.2016**; but the value of job/s done must be of requisite amount as above.

18.3 Bids received without properly filled up **Annexure-A**, a declaration in the form of a registered Court affidavit (in original) as in **Annexure-B** and a joint declaration by the bidder's parent who is an OIL employee & bidder (only in case the bidder is Son/Daughter of OIL employee) in the form of a registered Court affidavit (in original) as in **Annexure-C** will be rejected.

18.4 If the address happens to be of OIL's Quarters/ Settlement Area/OIL Premises (excluding "OIL MARKET" & "PUBLIC BUS STAND", Duliajan) the bid will be rejected. However, this clause shall not be applicable for Son(s)/ Daughter(s) of OIL employees in service who are not dependent of OIL employee as per OIL's policy.

18.5 If the bidder is employed in Government/Quasi Government /Public sector Undertaking and/ or dependent of OIL employee in service the bid will be rejected.

18.6 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-D** of the Bid Document. The Integrity Pact has been duly signed by OIL's competent signatory and provided with the Bid Document. The Integrity Pact shall be submitted by the bidder along with the Bid duly signed (all pages of the Integrity Pact) by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway.

18.7 In case the bidder offers equivalent model of Bus(es), the bidder must specify the model of the Bus(es) in SOQ (Part-II) and submit attested / self-attested copy of legible technical leaflet /leaflet in original containing detailed specifications of the offered Bus(es) along with the bid for scrutiny; otherwise bid will be rejected.

18.8 The bids are to be submitted in the original bid document supplied by the Company, otherwise rejected.

18.9 Bids received without requisite Bid Security will be rejected (except those exempted).

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

18.11 Any bid received in the form of Telex /Cable /Fax /E-mail will not be accepted.

18.12 Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or their authorised representative on all pages, failing which the bid will be rejected.

18.13 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.

18.14 Any bid containing false statement will be rejected.

18.15 Bidders must agree clearly and strictly in accordance with the rates / price schedules outlined in Part-II (SOQ) of bidding documents; otherwise the bid will be rejected.

18.16 The rates / prices must be firm during the performance of the contract and not subject to variation on any account except as specifically mentioned in the bid document. Any bid submitted with adjustable rates / prices will be treated as non-responsive and rejected.

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

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

18.19 Bid received without attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" in case bid is submitted in the name of partnership firm will be rejected.

18.20 Bid(s) not meeting the above eligibilities shall be rejected. Also, bid(s) received without adequate documentary evidence in support of requisite experience and /or turnover shall be rejected.

19.0 BID EVALUATION CRITERIA (BEC):

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for evaluation as per the Bid Evaluation Criteria given below:

19.1 Contracts will be awarded on the basis of "one-bidder-two-buses".

19.2 The award of contract will be decided on the basis of Draw of Lots (lottery).

19.3 The bidders will be allotted priority number based on the results of the Draw of Lots. The bidder emerging first position in the Draw of Lots will be assigned as Priority No.1 and the rest will be continued as per their sequence in Draw of Lots respectively.

19.4 The present requirement of buses are 45 numbers. Therefore, 23 Nos. of bidders are required for the present requirement subject to condition that the bidder at Priority No.23 will be awarded the contract for one bus only.

19.5 The total buses under the tender or the number of buses to be hired under each contract may increase/ decrease depending upon future requirement. If requirement of one number of bus arises in future, Company may hire one more bus from the supplier at Priority No.23.

19.6 Six (06) Nos. of bidders will be kept in the priority list, for award of contract with the above condition as per their status for future requirement if any, up to a period of one year from the date of Draw of Lots. Therefore, the number of bidders to be sequenced through Draw of Lots will be upto a maximum of 29 numbers only.

19.7 The buses under the different contracts will be primarily based at different operating stations as under:-

(i) Priority No.-01 to 16 :02(two) Nos. of Buses to each bidder for Duliajan (for 32 Nos. Buses).

(ii) Priority No.-17 to 20 :02(two)Nos. of Buses to each bidder for Moran (for 8Nos. Buses).

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(iii) Priority No.-21 to 22: 02(two) Nos. of buses to each bidder for EPA (Digboi/Manabhum)(for 4Nos. Buses).

(iv) Priority No.-23: 01(one) No. of Bus only to the bidder for Duliajan (for 1No. Bus).

(v) Priority No.-24 to 29 : In the waiting list for future requirement for Duliajan/Moran/EPA(for 12Nos. buses).

The order of priority will be maintained from the eligible bidders as per draw of lots. Once the buses are in these stations, same will be operated there itself. However, if required the same may be altered as per discretion of the Company.

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

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

20.1 Within 02 (two) weeks of issue of "Letter of Award (LOA)", the successful bidder(s) will required to pay an interest free Security Money amounting to ~~7.5% of one year contract value (for Hiring the services of Cranes)~~ / **2.5% of contract value** (for Hiring the services of vehicles & equipments other than Cranes) by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) / Pay-in-slip (available at designated banks at Duliajan) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised / Scheduled Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L Standard forms of Agreement.

20.2 This Security Deposit must be valid for 06 (six) months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

20.3 The "Security Deposit" will be refunded to the contractor within 06 (six) months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

20.4 Failure of the successful bidders to comply with the conditions as specified in para 20.1 hereof would render him liable for rejection and in turn forfeiture of Earnest Money Deposit (EMD) apart from any other actions the Company may take against him at its sole discretion.

20.5 The EMD of the bidders shall be refunded to them as under;

~~(a) To the technically unsuccessful bidders after the commercial bid opening in case of Two Bid systems only.~~

(b) To the un-successful bidders after the date of issue of Letter of Award to the successful bidders.

(c) To the successful bidders only after submission of the Security Deposit as specified in para no. 20.1 above.

21.0 The Tenderer(s) may consult Head-Transport or his Representative(s) to assess the nature and extent of the services and the conditions under which it would be carried out. He/she/they may also seek such clarifications from these Officers as are deemed necessary for his/her/their offer. All the terms and conditions of the existing transport service contract including the clauses of Memorandum of Settlement (M.O.S) dated 24.01.2014 will be applicable.

22.0 GENERAL CONDITIONS:

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

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

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

23.0 The Company reserves the right to reject any or all of the tenders or accept any tender, in full or in part without assigning any reason.

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

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

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

23.3 BIDDING DOCUMENTS

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

- a) A Covering Letter highlighting the following points
 - (i) Company's IFB No./ Tender No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security (EMD)
 - (vii) The amount of Performance Guarantee (Security Deposit)
 - (viii) General Conditions
 - (ix) BRC /BEC
- b) General Conditions of Contract (**Part-I**)
- c) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- d) Special Conditions of Contract (**Part-III-SCC**)
- e) Safety Measures (**SM**)
- f) Annexure-A (Details of Bidder), Annexure-B (format for affidavit), Annexure-C (format for joint declaration), format for Bank Guarantee (for Bid Security), Letter of Authority, Statement of Non-Compliance, Bid Form, Integrity Pact (Annexure-D) and Checklist.

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

24.0 DISCOUNTS / REBATES:

~~**24.1** Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.~~

~~**24.2** Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.~~

24.3 No Purchase Preference is applicable to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME against this tender as the rates are offered by OIL.

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25.0 BACKING OUT BY BIDDER:

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

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

27.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 03(three) years from date of detection of such fraudulent act, besides the legal action.

28.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-D of the Bid Document. The Integrity Pact has been duly signed by OIL's competent signatory and provided with the Bid Document. The Integrity Pact shall be submitted by the bidder along with the Bid duly signed (all pages of the Integrity Pact) by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway.

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

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

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

Name of the Service Provider _____
Address of the Service Provider _____
Service Tax Regn. No of the service provider _____

Name & address of the Service Receiver Invoice Serial No. _____
Oil India Limited, Duliajan, Assam Invoice Date _____

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 14 .5% on (A) above (In case of taxable value of service is not 100%, than specify the value of taxable service and apply 14.5 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 14.5% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/Partner etc.

HEAD-CONTRACTS

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

DESCRIPTION OF WORK/SERVICE:

Hiring the services of brand new 44/48 seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus] of Model: Ashok Leyland ALPS V4/184 or TATA LP1512/52 or equivalent model bus, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorised by the Company.

Total quantity- 45 numbers & award on "one-bidder-two-buses"

GENERAL CONDITIONS OF CONTRACT (GCC): PART-I

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

AND

Shri/Smti/M/s _____ carrying on business as proprietor / partners / Company under the name and style of _____

_____ and having

is/her/their Registered/Main Office in the State of _____ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted Assigns on the other part.

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

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

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES

In this contract, unless the context otherwise requires:

1.1 "AGREEMENT" means this service agreement.

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

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

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

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

- i) Carriage of unauthorised passengers by the Transport Supplier while under this agreement with the Company;
- ii) Unauthorised use of the vehicle(s)/equipment when released to the Transport Supplier for undertaking its deployment for any other business purpose:

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- iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and
- iv) Failure of the Transport Supplier to place the vehicle(s)/equipment for periodic inspection as per schedule as directed by Company's Engineer.
- v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
- vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.

1.6 "COMPANY" means Oil India Limited.

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

1.8 "COMPANY ENGINEER" means the following:

- i) Head-Transport or his nominee in case of the following events:
 - a) Initial and subsequent inspection of vehicle(s)/equipment;
 - b) Scrutiny of documents regarding Transport Supplier's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc;
 - c) Initial placement of vehicle(s)/equipment with a user department or
Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
 - d) Release of vehicle(s)/equipment upon conclusion of this agreement;
 - e) Assessment of time to be allowed for repairs in case of accident;
 - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition or
Unruly behavior of the crew or repeated defaults by the Transport Supplier; and
 - g) Instruct Transport Supplier to replace by more suitable hand of Operator(s)/Driver(s)/crew engaged for operating the vehicle/equipment.
- ii) The head of the user department or his/her nominee in case of the following :
 - a) Normal day-to-day operation of service after placement under the respective department;
 - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling
 - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
 - d) Allotment of daily duties and timings for reporting and release;
 - e) Certification of daily log sheets;
 - f) Authentication of monthly statement-cum-bill
 - g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.

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

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

1.10 "DUE DATE OF PLACEMENT" means the date stipulated in Clause No.7, Part-II (SOQ) hereof.

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

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

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

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

- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
- b) Unsuitability of the Operator/Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the operator/driver and/or the Attendant/crew;
- d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and or unauthorised and untimely release of vehicle(s)/equipment on any day without prior permission and authorisation from the Company Engineer during the tenure of this Agreement;
- h) If the Transport Supplier bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorisation of the Company Engineer;
- i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
- k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
- m) Failure on part of the Transport Supplier to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Transport Supplier to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Transport Supplier to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
- n) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;
- p) Non-availability of services due to unauthorised/lightening strike by Transport Supplier or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

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

1.15 "FIXED CHARGE PER MONTH" means fixed charge mentioned under of Part-II(SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding Service Tax) as applicable, insurances, wages and other emoluments of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Transport Supplier will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Transport

Supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave etc. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

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

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

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

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

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

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

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

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

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

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

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

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

1.26(a) "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month as per Item- 10 to 50 (as applicable) of Part-II(SOQ), divided by 30(Thirty) days.

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

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

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

1.29 "RUNNING CHARGE PER KILOMETER" means the rates stipulated in Item-60 of Part II(SOQ) hereof and shall be deemed to include all the expenditures of the Transport Supplier viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.

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

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

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

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

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

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

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

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

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

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

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

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

Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

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

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

2.0 DESCRIPTION OF WORK: -

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

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

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

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

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

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

4.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:

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

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

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

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

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

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

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

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

4.8(b) The Transport Supplier may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 3(three) km from the Industrial Gate of the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHTS OF COMPANY'S ENGINEER:-

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

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

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

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

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

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j) Undertake periodic inspection of the equipment / vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Transport Supplier or in presence of his / her authorised representative. Such inspection/ test carried out by the Company shall be at the Transport Supplier's cost and risk.

k) Instruct the Transport Supplier to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Transport Supplier's cost entirely.

l) Instruct the Transport Supplier to remove the equipment / vehicle(s) in respect of which the defects as aforesaid which have been detected upon inspection/test periodically by the Company which have remained unrectified.

m) Instruct the Transport Supplier to remove the equipment / vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.

n) Check the hour meter, speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.

o) Instruct the Transport Supplier to furnish the names of all operator, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.

p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

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

7.0 SECURITY DEPOSIT:

7.1 The transport supplier shall upon acceptance of the tender, pay to the Company within 02 (two) weeks of issue of Letter of Award (LOA) a Security Deposit amounting to 2.5% of contract value by way of DEMAND DRAFT/ BANKER'S CHEQUE/BANK GUARANTEE valid beyond six months of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised / Scheduled Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of Bid Security apart from any other actions the company may take at its sole discretion.

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

(a) In case of non placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.

b) In case of any event occurring as envisaged in clause No.8.1 hereof; and/or

c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;

d) In case of premature termination due to default or breach of contract by the Transport Supplier.

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

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

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

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

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

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

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

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

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

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

9.0 TERMINATION:

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

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

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

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

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

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

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

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

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

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

STATUTORY OBLIGATIONS OF TRANSPORT SUPPLIER:

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

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12.0 FORCE MAJEURE: In the event of either party being rendered unable by ‘Force Majeure’ to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such ‘Force Majeure’ will stand suspended for the period during which such cause lasts. The word ‘Force Majeure’ as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Transport Supplier's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):

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

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

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

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

(c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

(d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

(e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

(f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

(g) The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

Contractor

Company

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(h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

(i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

(j) The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

(k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

(l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

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

The venue of all arbitrations under both 13.1 & 13.2 will be Duliaganj, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 LIABILITY & INDEMNITY:

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

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

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

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

14.5 INDEMNITY AGREEMENT:

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

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

14.8 INDEMNITY APPLICATION:

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

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

15.0 TAXES & LEVIES:

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

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

16.0 ASSIGNMENT:

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

17.0 SUB-CONTRACT:

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

18.0 STATUTORY OBLIGATIONS:

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

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19.0 SET OFF CLAUSE:-

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

20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

21.0 LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/ MOBILISATION OF EQUIPMENTS/ VEHICLES AND/OR COMPLETION OF WORKS AND SERVICES:

Liquidated Damages will be applicable @0.5% of the contract value per week or part thereof, for delay in placement of vehicle(s)/ equipments(s) for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of first year Contract value including mobilization cost, if any (for Hiring the services of Cranes) / 7.5% of estimated total contract value (for Hiring the services of vehicles / equipments other than Cranes).

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

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

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

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of Witness)

(Name of Witness)
Date_____

(Full Name of Signatory)
Address:-

SIGNED & DELIVERED FOR AND ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Date: _____

Designation: _____

Contractor

Company

PART-II (SOQ)

1.1 SCHEDULE OF SERVICES:

Hiring the services of brand new 44/48 seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus] of Model: Ashok Leyland ALPS V4/184 or TATA LP1512/52 or equivalent model bus, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorised by the Company.

Total quantity- 45 numbers & award on "one-bidder-two-buses"

2.0 Vintage of Equipment / Vehicle(s): Brand new 44/48 seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus]

3.0 Tenure of Agreement: Four years from the date of placement of the first Bus.

4.0 Area of operations: OIL's operational areas in Assam & Arunachal Pradesh

5.0 Bid Opening Date: 1:00 P.M. (IST) on 22.03.2016.

6.0 Tendered cost of fuel: Rs. 45.63 per litre (HSD).

7.0 Mobilisation Period: 06(six) months from the date of issuance of Letter of Award (LOA).

8.0 Periodic inspection / test: a) On initial placement; and b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of Agreement.

9.0 Normal hours/timings of duty/day: As may be stipulated by the Company's Engineer.

10.0 SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES:

Item No.	Description of Service	Rate per unit (Rs.)	Quantity	Unit in words
10	Fixed Charge per month per Bus for the year 2016	139227.98	96	Months
20	Fixed Charge per month per Bus for the year 2017	144030.11		
30	Fixed Charge per month per Bus for the year 2018	148652.85		
40	Fixed Charge per month per Bus for the year 2019	153330.24		
50	Fixed Charge per month per Bus for the year 2020	158132.37		
60	Running Charge per Bus per Km at HSD price Rs.45.63/- per litre	14.36	384000	Kilometers
70	Night halt charge per person per night halt	350	768	Numbers
80	Parking Charge per Bus per month	315	96	Numbers

Note- Rates are exclusive of Service Tax.

SOQ

11.0 Fixed Charge also includes Bus(es) for 24 hours with services of minimum 03(three) sets of crews per Bus, each set of crew consisting of at least one(01) Driver & one(01) Helper/ Attendant based on round the clock duty of each Bus and is inclusive of wages of regular driver(s) & helper(s), relief driver(s) & helper(s), holidays and other emoluments like bonus etc. as per M.O.S dated 24.01.2014.

11.1 The offered Fixed Charges include all other liabilities including statutory liabilities but exclusive of PF, ESI, cost of uniform, Insurance Premium under Group Personal Accident Policy for Drivers, Helpers / Attendants & applicable Service Tax.

Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In the absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

11.2 The wage component in the above rates is based on Government of India notified minimum wages and M.O.S dated 24.01.2014. Any revision in the Government of India notified minimum wages will also be considered during the pendency of the contract accordingly.

11.3 The Bidder(s) / Contractor(s), should undertake to pay monthly wages to his/her/their crew/staff engaged under this contract as per provisions of M.O.S dated 24.01.2014, copy of which is available at the office of Head-Contracts. Wage rates are given below:

Year	Wage rate for 8 hours daily duty (Inclusive of rest day wages, exclusive of PF & ESI)	
	Monthly for Driver (Rs.)	Monthly for Helper / Attendant (Rs.)
2016	10155.08	7191.08
2017	10935.08	7711.08
2018	11715.08	8231.08
2019	12495.08	8751.08
2020	13275.08	9271.08

12.0 The above rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following as mentioned below.

(a) Variation in the offered fixed charges based on the internal rate will be effective provided placement of the vehicle is within stipulated time as mentioned in the tender documents. The variation will be @ Rs.260.00 (excluding Service Tax) per month in the fixed charges against variation of vehicle price in blocks of Rs.10, 000/ (Rupees ten thousand only). The increase / decrease will be affected based on the price variation over the cost of vehicle at Rs. 25, 95,945.00/- for Model: Ashok Leyland ALPS V4/184 & at Rs.26,16,534.00/- for Model: TATA LP1512/52 up to the due date of placement on production of documentary evidence. Any claim towards increase/decrease in the price of vehicle must be made with all documentary evidence at the time of placement of the vehicle into OIL's service. Belated claims will not be entertained.

(b) Variation in the offered running charge per Km per bus will be effective provided fuel (HSD) price changes plus or minus 5%(Five percent) over the tendered cost of fuel per litre. The variation will be calculated @ 0.22/Km (excluding Service Tax) for variation of Rupee 1.00 per litre of fuel price.

(c) Reimbursement, recovery on account of subsequent increase / decrease in Insurance / Road Tax, Fitness, Pollution, Registration / All Assam & Arunachal Pradesh permit Fees any other taxes and duties will be allowed subject to satisfactory documentary evidence. For reimbursement / recovery of the above, the values of different parameters per month are given below:

Contractor

Company

Year	Insurance (Rs.)	Road Tax, Fitness, Pollution, Registration (Rs.)	All Assam & Arunachal Pradesh permit Fees (Rs.)
2016	4747.37	1372.73	264.60
2017	4532.37	1372.73	264.60
2018	4142.35	1372.73	264.60
2019	3805.67	1372.73	264.60
2020	3590.67	1372.73	264.60

(d) Consideration of Government of India notified minimum wages and M.O.S dated 24.01.2014.

13.0 The Bidder(s)/Contractor(s) shall submit the PAN, Service Tax Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) from appropriate authority. In case, the Bidder does not possess Service Tax Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder shall be required to submit the same if considered for issuance of LOA.

14.0 The contractor must also submit a Certificate (declaration as per format may be seen at the office of the Head-Contracts) duly signed by both the contractor & Driver/Helper along with the monthly statement-cum-kilometerage bill of each subsequent month in support of payment of the wages to driver/helper. Actual payment will be made by OIL only after receipt of proof of payment to the driver/helper i.e. photocopy of account payee cheques or bank transfer / e-remittance etc. duly acknowledged by the driver/helper in the Certificate / Format for "Declaration of payment of wages to driver/helper. Further, a declaration regarding payment of relief crew will be given by the contractor as per specified Performa.

15. BIDDER(S) ARE REQUIRED TO SPECIFY THE FOLLOWING:
(A) MAKE & MODEL/S OF BUSES OFFERED:
(IN CASE OF OFFER OF EQUIVALENT MODEL OF BUSES)

[Note: In case the bidder offers equivalent model of Bus(es), the bidder must specify the model of the Bus(es) and submit attested / self- attested copy of legible technical leaflet /leaflet in original containing detailed specifications of the offered Bus(es) along with the bid for scrutiny; otherwise bid will be rejected.]

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

PART: III - SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 The final agreement shall consist of GCC (Part-I), SOQ (Part-II), SCC (Part-III), SM, Integrity Pact & related Annexures.

2.0 AWARD OF CONTRACT:

- (i) Contracts will be awarded on the basis of "one-bidder-two-buses".
- (ii) The award of contract will be decided on the basis of Draw of Lots (lottery).
- (iii) The bidders will be allotted priority number based on the results of the Draw of Lots. The bidder emerging first position in the Draw of Lots will be assigned as Priority No.1 and the rest will be continued as per their sequence in Draw of Lots respectively.
- (iv) The present requirement of buses are 45 numbers. Therefore, 23 Nos. of bidders are required for the present requirement subject to condition that the bidder at Priority No.23 will be awarded the contract for one bus only.
- (v) The total buses under the tender or the number of buses to be hired under each contract may increase/ decrease depending upon future requirement. If requirement of one number of bus arises in future, Company may hire one more bus from the supplier at Priority No.23.
- (vi) Six(06) Nos. of bidders will be kept in the priority list, for award of contract with the above condition as per their status for future requirement if any, up to a period of one year from the date of Draw of Lots. Therefore, the number of bidders to be sequenced through Draw of Lots will be upto a maximum of 29 numbers only.
- (vii) The buses under the different contracts will be primarily based at different operating stations as under:-

(i) Priority No.-01 to 16 :02(two) Nos. of Buses to each bidder for Duliajan (for 32 Nos. Buses).

(ii) Priority No.-17 to 20 :02(two)Nos. of Buses to each bidder for Moran (for 8Nos. Buses).

(iii) Priority No.-21 to 22: 02(two) Nos. of buses to each bidder for EPA (Digboi/Manabhum)(for 4 Nos. Buses).

(iv) Priority No.-23: 01(one) No. of Bus only to the bidder for Duliajan (for 1No. Bus).

(v) Priority No.-24 to 29 : In the waiting list for future requirement for Duliajan/Moran/EPA(for 12 Nos. buses).

The order of priority will be maintained from the eligible bidders as per draw of lots. Once the buses are in these stations, same will be operated there itself. However, if required the same may be altered as per discretion of the Company.

3.0 Specification of the Bus : Brand new 44/48 seater fully built buses to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s).

Model: Ashok Leyland ALPS V4/184 or TATA LP1512/52 or equivalent model bus.

- (i) With approved emission norms by appropriate authority.
- (ii) Wire mesh nets to window glass of driving seat in addition to rear glass & side windows.
- (iii) Front windshield glasses having readily mountable wire mesh nets for its protection and to be used as and when required during emergency. Necessary mounting frames for the same should be provided.
- (iv) Seat belts for Driver.

4.0 In case of equivalent model, prior to procurement, the contractor/supplier will have to first get approval in writing from OIL with proper documentary evidence regarding the equivalent model. However, there will be no relaxation in mobilisation period.

5.0 The contractor should be personally present at the time of placement of the vehicle.

6.0 The drivers and the attendants engaged by the contractor should be of good character, disciplined and in good health. If the drivers or the attendants indulge in 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, while on Company's duty, it will be the responsibility of the contractor to deal with the matter. Driver and attendant must provide medical fitness certificate from government recognised medical officer / government registered medical practitioner at the time of placement or during any change of crew members.

7.0 In company's opinion, if a driver is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he may not be issued any entry pass. In that event the contractor has to remove the driver on getting advice from the company.

8.0 The crew should always wear proper uniform while attending duties.

9.0 Notwithstanding with any clause of the contract, it will be terminated on account any one of the following situation-

- 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 (buses) must be owned and registered in the name of the contractor during entire tenure of the contractual period including extension period, if any. Change of ownership of the vehicle at any time during the tenure of the contract period will lead to termination of the contract.

10.0 The company reserves the right to change the base station of the vehicle operation whenever necessary.

11.0 Entry passes for OIL's protected areas will be issued by the company against written request from the contractor with full details, photograph etc. of the crews to be engaged under this contract considering at least 03(three) Driver & 03(three) Attendant per shift of 08 hour & also for 01(One) authorised representative only for both the buses.

12.0 On placement of the vehicle, the speedometer and odometer will be sealed by Transport department against any tempering. If at any time, the seal is found broken or damaged or tampered with, the contractor will be issued a letter asking for explanation. If the reply is not satisfactory, the contract is liable to be terminated.

13.0 Refund of outstanding monthly bill or any claim for reimbursement on account of increase in Road Tax etc. must be made within two months from the date of release of the vehicle. Any belated claim will not be entertained.

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

15.0 (a) For the days or part thereof when the services envisaged under this agreement are disrupted due to default / shutdown etc. Clause nos. 1.27 and 1.32 of Part-I of the agreement will be applicable.

(b) In case 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 Transport Supplier.

16.0 TERMS OF PAYMENT:

16.1 On receipt of the Monthly statement-cum-kilometerage bill, the Company's Engineer shall verify the same with 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 Sheets in original for the month.
- (ii) Declaration of Payment of wages to the drivers and attendants engaged for operation of bus(es) in the previous month as M.O.S dated 24.01.2014.
- (iii) Photocopy of Cheque(s) in support of payment of wages duly signed by the respective crew member.
- (iv) Payment Slip duly signed by the contractor / authorised representative and respective crew member.
- (v) Monthly attendance sheet of crews engaged by the contractor.

16.1.1 (a) The payment declared should not be less than that of the rate(s) mentioned in M.O.S dated 24.01.2014.

(c) The above declaration on payment of wages should be for the previous month only e.g. the declaration to be submitted along with the bill of May 2016 should be for the payment of wages for the month of April 2016.

16.2 The company shall pay the Transport Supplier 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.

16.3 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 Transport Supplier 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 disputed portion on or before the due date.

17.0 For the purpose of payment for the service rendered the Transport Supplier shall:

i) Accept as final daily logbook which must be signed on 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 incised, the same must be countersigned by the Company's Engineer, otherwise the Monthly kilometerage Statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which second copy be retained by the Transport Supplier for preparing the monthly kilometerage 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 user / Transport department.

ii) (a) Prepare monthly kilometerage 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 kilometerage statement-cum-bill must be accompanied with a certificate every month furnished by the Transport Supplier as per Proforma-IV towards his/her compliance with the Statutory Acts affecting the operation of this Service Agreement.

iii) (b) The monthly kilometerage 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 and should exclude for payment the following:

----- Such kilometreage and time as may be involved on standby where kilometreage done for refueling is in excess of 5(Five) kms. Or time taken is more than 30(Thirty) minutes. In case a vehicle is allocated for operation in Arunachal Pradesh, Company may have to supply fuel for the vehicle allocated against written request of the contractor and security money deposited for this purpose due to non availability of public fuelling station in near by area (within 5Km range). In the event of above, Company will not charge any additional amount over the prevailing fuel price.

----- Such hours/days or part thereof as may be involved on standby per month where time taken for routine servicing and maintenance exceeds 48(forty eight) hours (02days).

----- Such hours/days or part thereof as may be involved in any month when the vehicle(s) was/were shutdown due to default or otherwise.

iv) (c) Accept such adjustments on the monthly kilometerage statement-cum-bill as the Company's Engineer may make on account of all or any of the following:

- A) Deductions for defaults/shutdowns not shown correctly.
- B) Deductions for liquidated damages & penalty for shut downs.
- C) Deductions for penalties in case of breach of contract.

D) Adjustment of kilometerage and corrections as per Clause 5.11 of Part-I under General Terms and Conditions of Transport Contract.

E) Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

v) Monthly statement of kilometers/ bills can not be accumulated by the supplier(s) for more than 02(two) months. Such kilometer/bills to be submitted for processing payment. Belated submission of kilometer statements/bills may not be processed or may get lapsed.

vi) Once introduced, Computer generated duty slips, kilometerage statement; summary etc., related to bus operation must be accepted by the Contractor.

18.0 The Fixed charge per month also includes the wages of 03(three) sets of crews [each set of crew consisting of at least 01(one) driver & 01(one) attendant] including relief crew wages based on the round the clock duty of each bus. The rates of wages of Drivers/Attendants have been considered in line with M.O.S dated 24.01.2014.

19.0 The payment of monthly Wages to the crew must be made through account payee cheques or bank transfer / e-remittance etc. The contractor must also submit a certificate (declaration as per format) duly signed by both the contractor & crew along with the monthly statement-cum-kilometerage bill of each subsequent month in support of payment of the wages to crew as mentioned above. The wages etc. due to the crew 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.

20. The supplier/ contractor has to declare a parking yard for the Buses he/she runs under Company's agreement within a radius of not more than 03(three) Kms from Industrial Gate of the base station and the supplier/ contractor shall have to submit a declaration to this effect prior to placement of the buses. The same will inspected by Company's Engineer for acceptance.

21. Buses will be normally released for servicing/ repairing in Tinsukia/ Dibrugarh & Sivasagar districts of Assam, considering the Base Stations of the buses. For any major repairing/ servicing of the Buses in other places depending upon the requirement, the contractor will have to take written permission from Head-Transport for carrying out such repairing / servicing. In such cases, Head-Transport will inspect the Bus/es prior to release/ allowing for repairing/ servicing- time allowed for any repairing/servicing will be as per the existing clause of the agreement.

21.1 Late reporting of the buses on any day for the assigned duty will not be acceptable. Such cases will be dealt strictly as per terms of the contract.

21.2 Contractor shall have to ensure effective supervision/ monitoring of the operation of their buses. The contractor has to arrange to collect the day-to-day duty slips for the buses from Head-Transport and ensure that the assigned duties are carried out without fail. In case of break down of buses, it should be immediately communicated to Transport Department without fail. Also, the contractor has to ensure the attendance of his/ their representative as and when required at Company's bus stands for execution of each allotted duty.

21.3 Bus/es will not be allocated duty and will be made shut down as decided by Company's Engineer, in case, Bus/es are found without spare wheels/ necessary tools and accessories required to be kept at all times with the buses.

21.4 In case of exigencies, Company's representatives will change the allocated duties of the Bus/es, which the crew must perform. Refusal to perform such duties will be dealt as per term of the contract.

21.5 Bus/es at all times must be kept roadworthy, safe and comfortable for the passengers & crew and updated with all necessary Documents/Permits etc. for carrying out round the clock duties in all seasons and to all areas authorize by OIL.

21.6 Before engaging any new crew member, contractor will have to obtain prior permission from Head-Transport. In such case the contractor will have to produce such crew members before the representative of Head-Transport along with required documents.

22.0 The Bidder(s)/Contractor(s) shall submit the PAN, Service Tax Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) from appropriate authority. In case, the Bidder does not possess Service Tax Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder shall be required to submit the same if considered for issuance of LOA. Also, the successful bidder(s) shall have to obtain / submit Unique Identification Numbers (UIN) for all the crew members engaged in the contract which is mandatory for compliance of EPF.

23.0 The successful bidder(s) shall have to comply ESIC requirement which is mandatory.

24.0 Applicability of M.O.S dated 24.01.2014: The rates, terms & conditions of the contracts are as per M.O.S dated 24.01.2014 as follows:-

[Note: MOS dated 24.01.2014 means Memorandum of settlement (MOS) dated 24.01.2014 arrived during Conciliatory Proceeding on the industrial dispute raised by the Motor Worker's Union(MWU) with the Undivided Didbugarh District Trade & Transport Contractors Association (UDDTTCA) in the presence of the Management of Oil India Limited (OIL), Duliajan.]

(i) An annual increase in the daily rate of wages will be made effective from 01.01.2014 onwards till expiry of M.O.S as below :-

- (i) LMV/HMV Drivers (Skilled) : Rs 30.00 per day
- (ii) Helpers (Unskilled) : Rs 20.00 per day

(ii) In the event of the applicable minimum wages as notified by the Central Govt. authorities exceeding the prevalent daily wages of the Drivers, Helpers, the daily wages will be suitably enhanced so as to cover the applicable minimum daily rate of wages notified by the Central Govt. authorities.

(iii) The Drivers & Helpers will be entitled for bonus @ 8.33% of the daily wages subject to the wages ceiling under the Payment of Bonus Act, 1965 which has been included in the monthly wages of the driver and helper.

(iv) The applicable daily rate of wages will be for 08(eight) hours of work for 06(six) days a week which will be inclusive of rest day wages.

(v) The Drivers & Helpers is entitled for a weekly day of rest after working for 06(six) consecutive days from the contractors engaging them and contractors shall provide relief driver & helper to run the services of the hired vehicles during the rest days.

(vi) The Drivers & Helpers will be extended 03(three) national holidays and 02(two) festival holidays in a calendar year by the respective contractors.

National Holidays mean 26th January, 15th August & 2nd October. Festival holidays to be observed by the driver & helper will have to be declared in writing to Head-Contracts / Head-Transport by the contractor within one week before commencement of the contract.

(vii) The Drivers & Helpers will be granted 18(eighteen) days annual leave with wages by the respective contractors which will be non-cumulative and non-encashable. The annual leave with wages can be availed 03(three) times in a calendar year and it will not exceed 18 days in a year.

(viii) The Drivers & Helpers will be extended 05(five) days of casual leave by the respective contractors in a calendar year which will be non-cumulative and non-encashable. The casual leave cannot be combined with annual leave and cannot be availed for more than 02 (two) days at a time.

(ix) All concerned contractors shall deposit the PF and EPF with the PF authorities positively on or before the 15th day of the subsequent month and will submit the PF and EPF deposit receipt to the Company. On production of the receipt, the amount will be reimbursed to the contractors. For compliance to the provisions of the EPF & MP Act, the contractors will approach the concerned PF authorities.

(x) The LMV/HMV Drivers will be insured for an amount of Rs 03(Three) Lakhs and the Helpers for an amount of Rs 02(Two) Lakhs under Group Personal Accident Policy (GPAP) by the concerned contractors for coverage under Employees Compensation Act, 1923. The annual premium will be reimbursed to the contractors by the Company on production of documentary evidence.

(xi) The Drivers & Helpers will be provided uniform and shoes by the concerned contractors and the expenditure towards the same will be reimbursed to them by the Company on submission of documents / proof of receipt as given below:-

- (i) 02(two) sets of uniform per year @ Rs 1500.00 x 2 : Rs 3,000.00
 - (ii) 01(one) pair of shoe per year @ Rs 500.00 : Rs 500.00
- Total : Rs 3,500.00 per year

(xii) The monthly disbursement of wages to the Drivers & Helpers by the contractors will be made latest by 10th day of the subsequent month. The mode of disbursing the monthly wages to the Drivers & Helpers by the concerned contractors will be through account payee cheques or bank transfer / e-remittance as may be agreed upon mutually amongst themselves. The contractors will have to issue proper wages slip to the Driver & Helper containing therein all the requisite details such as income and deductions, if any.

(xiii) The Drivers & Helpers will be extended the benefits under the Employees State Insurance (ESI) Act.

(xiv) The Drivers & Helpers engaged by the concerned contractors will be extended medical treatment in OIL Hospital at Duliajan in the event of any work accident arising out of the employment and in the course of employment.

(xv)The Drivers & Helpers will not be engaged by the concerned contractors on the following grounds:

- (i) On attaining the age of 60(sixty) years.
- (ii) The person is found medically unfit (*).
- (iii) For any riotous behaviour and indiscipline.
- (iv) Any person with adverse records.

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

(xvi) The contractors will provide reliever Helpers, Drivers to run the services of hired vehicles and in all transport service contracts on account of the above mentioned holidays, casual leave and annual leave. The reliever Helpers & Drivers engaged by the contractors during holidays and leaves will be entitled to the applicable daily rate of wages.

24.1 On production of the receipt, the amount on account of ESI as applicable will be reimbursed to the contractors.

24.2 The Tenderer(s) may consult Head-Transport or his/her Representative(s) to assess the nature and extent of the services and the conditions under which it would be carried out he/she/they may also seek such clarification(s) from these Officer(s) as are deemed necessary for his/her/their offer.

25.0 Contractor(s) shall abide by the following HSE (Health, Safety & Environmental) points:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

SCC

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

SCC

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

To,
HEAD-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service:

Hiring the services of brand new 44/48 seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus] of Model: Ashok Leyland ALPS V4/184 or TATA LP1512/52 or equivalent model bus, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorised by the Company.

Total quantity- 45 numbers & award on "one-bidder-two-buses"

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

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

1. Name of the Bidder: _____

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

3. Registered Postal Address with PIN Code : _____

4. Telephone Number: _____

5. Mobile Number: _____

6. E-mail ID: _____

7. Fax Number: _____

8. Vendor Code with OIL (if available): _____

9. PAN: _____

10. Service Tax Registration No (if available): _____

11. PF Code (if available): _____

12. ESI Code / Sub-Code (if available): _____

13. Bank details of bidder:-
Name of Bank, Branch Code & Address: _____

Account Type (Savings/Cash credit/Current etc.): _____
Account Number (as appearing on Pass Book/Cheque Book): _____
IFSC Code of the Branch (For RTGS / NEFT): _____
Nine digit MICR No. of Bank & Branch as appearing on the cheque: _____

Yours faithfully,

Signature of Bidder: _____
Name (in Capital Letters): _____

FORMAT FOR COURT AFFIDAVIT

In the Court of the Magistrate at Date

I, Sri / Smti S/o / D/o(Father's Name) by religion, aged..... years, by occupation, resident of P.O..... P.S..... Dist State, do hereby solemnly affirm and declare an oath as follows: -

- 1. That the deponent is presently residing at the above address with the family members.
- 2. That the deponent is not an OIL employee in service.
- 3. That the deponent is not a dependant of any OIL employee in service.
- 4. That the deponent is not an employee or dependent of any employee of any Government / Quasi Government / Public Sector Undertaking.
- 5. That the deponent has not submitted any other bid as a proprietor or partner of any other firm or against the name of deponent against Tender No. **DCT0124P16**.
- 6. That the deponent is sole proprietor / partner etc. (as applicable) of at (if applicable).
- 7. That the deponent desires to supply of 02(two) numbers of brand new buses as specified in the tender document, to be stationed at any place of OIL's operational areas in Assam and Arunachal Pradesh.
- 8. That the deponent's address is not the same with any of OIL's Quarters / Settlement Area / OIL Premises (excluding "OIL Market & "Public Bus Stand", Duliajan) or
That the deponent's address is one of the OIL's Quarters / Settlement area / OIL Premises as the deponent is son / daughter residing with OIL employee but not dependent on the said employee as per OIL's policy. (Separate "Joint Declaration" by the deponent & the said employee of Oil India Limited is attached).
- 9. That the deponent has fully understood & agreed to accept the rates, terms and conditions of the above tender, is fully conversant with the general terms and conditions of transport service contracts and also agrees to abide by the same throughout the contract period (including any extension of the contract if granted by OIL in future).

The above statements are true to the best of my knowledge, belief and information.
In case the above statement of mine is found to be false / incorrect at any point of time, the contract shall stand terminated and Company shall be at liberty to initiate necessary action as deemed fit against me.

To affix passport size photograph(s) of
Proprietor/
Partners/Directors
etc.

The deponent Sri / Smt
Signs as
.....
.....

Passport size photo of the deponent affixed herewith.

Identified by **(ADVOCATE)** **(DEPONENT)**
Signed and sworn before me by the above named deponent on being Identified by Sri Advocate on

MAGISTRATE / NOTARY

ANNEXURE – C (IF APPLICABLE)
(JOINT DECLARATION IN THE FORM OF AFFIDAVIT BY THE APPLICANT’S PARENT WHO IS
AN OIL EMPLOYEE & THE APPLICANT)

We, (1)Sri/Smt _____, age_____, son / daughter of Sri _____, and (2) Sri/Smt..... both resident of _____ P.S._____ & P.O._____, District _____, State _____ do hereby solemnly affirm and declare on oath as follows:-

- 1. That, above named deponent at (1) is an employee of Oil India Limited (OIL) having OIL Regd. No./Salary Code and resides at OIL Qtr No (detailed address) at Duliajan/Moran/Digboi.
- 2. That, above named deponent at (2) is the son/daughter of the above named deponent at (1)
- 3. That, aforementioned son/daughter is residing together with his/her parent at the aforesaid OIL Qtr.
- 4. That, aforementioned son/daughter has participated in the **Tender No. DCT0124P16** floated by Oil India Limited for Hiring the Services of 44/48 seater fully built diesel buses.
- 5. That, aforementioned son/daughter is not a dependent son/daughter as per the existing OIL policy.

The above statements are true to the best of our knowledge, belief and information and nothing material has been concealed.

The Deponents Sri / Smt _____ and Sri / Smt _____, signs as

DEPONENTS

- 1) _____
- 2) _____

VERIFICATION

We, Sri / Smt _____ and Sri / Smt _____the above named deponents, do hereby verify on oath that the contents of the affidavit above are true to my personal knowledge and nothing material has been concealed or falsely stated. Verified at _____this _____day of _____

DEPONENTS

- 1) _____
- 2) _____

IDENTIFIED BY:

(_____)

ADVOCATE:

Signed & sworn before me by the above named deponents on being identified by Sri _____, Advocate

NOTARY (SIGNATURE WITH SEAL)

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

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **DCT0124P16**. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of **Rs. 99,000/- (Rupees Ninety Nine Thousand Only)** for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

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

THE CONDITIONS of these obligations are:

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

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

This guarantee will remain in force up to and including the date (**17/10/2016**) and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained hereinabove:

(i) Our liability under the guarantee shall not exceed **Rs. 99,000/- (Rupees Ninety Nine Thousand Only)**

(ii) This Bank Guarantee shall be valid only up to **17/10/2016**.

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before **17/10/2016**.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

**** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid i.e. minimum up to 17/10/2016.**

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

LETTER OF AUTHORITY

To,
THE HEAD (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM # 786 602

Sir,

Sub: IFB No. DCT0124P16

We _____ confirm

that Mr. _____

(Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against above mentioned IFB for Hiring the services of brand new 44/48 seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus] of Model: Ashok Leyland ALPS V4/184 or TATA LP1512/52 or equivalent model bus, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorised by the Company.

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 signed by a competent person to bind such Bidder.

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

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks
In case one number of page is not sufficient for indicating the deviations /exceptions, Bidder may add the format along with the bid document indicating the number of pages added with page number(s) and duly signed by the bidder. Total numbers of pages added for the purpose (_____ Nos.)			

Authorised Person’s Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

BID FORM

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

Sub: IFB No. DCT0124P16

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference.

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

If our Bid is accepted, we will provide PBG /Security Deposit of **2.5% of contract value** for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 20____.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

INTEGRITY PACT

Between

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

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **IFB No. DCT0124P16 (Hiring the services of brand new 44/48 seater fully built diesel buses)**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
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 h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

ANNEXURE-D

- 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.

ANNEXURE-D**Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors**

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

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

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

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

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

ANNEXURE-D

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

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

For the Bidder/Contractor

For the Principal

Witness 1:

Place: Duliajan

Witness 2: Date: _____

CHECKLIST FOR BIDDER (FOR GUIDANCE ONLY):

Item	Remarks (Yes /No)
1. Are all pages, annexures etc. of Bid Documents are available	
2. Have you seen the Bid Rejection Criteria, terms & conditions etc. of the tender	
3. Have you submitted Bid Security as specified in the tender	
4. Have you mentioned Tender No., Bid Closing Date & Time, Bidder's name, Bidder's mailing address etc. over the sealed envelope submitting the Bid	
5. Have you submitted the documentary evidence in support of average annual turnover as per BRC	
6. Have you submitted documentary evidence in support of experience of similar work(s) as per BRC	
7. Have you filled up Annexure-A, Details of Bidder (as applicable)	
8. Have you submitted registered Court affidavit (in original) as in Annexure-B	
9. Have you submitted joint declaration by the bidder's parent who is an OIL employee & bidder (only in case the bidder is Son/Daughter of OIL employee) in the form of a registered Court affidavit (in original) as in Annexure-C (If applicable)	
10. Have you signed in all pages of Integrity Pact & filled up and submitted (Annexure-D)	
11. Have you mentioned model of the Bus(es) in SOQ (Part-II) and submitted attested / self- attested copy of legible technical leaflet /leaflet in original containing detailed specifications (In case of equivalent model only)	
12. Have you submitted the Bid in the original bid document supplied by the Company	
13. Have you signed in all pages of Bid Document	
14. Have you submitted attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" (In case the bid is submitted in the name of partnership firm)	
15. Have you submitted attested / self-attested copies of PAN, Service Tax Registration Number, PF Code, ESI Code / Sub-Code	
16. Have you filled up & submitted Letter of Authority, Statement of Non-Compliance, Bid Form (As applicable)	
17. Have you initialled (signed) in case of corrections, if any, by the person signing the bid (white fluid should not be used for making corrections)	