



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लियाखण्ड, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durlia, Assam

**Materials Department  
(Rajasthan Project)**  
02-A, District Shopping Centre,  
Saraswati Nagar, Basni  
Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729466  
Fax : 0291-2727050  
Email: mat\_rp@oilindia.in

Date: 27/06/14

## FORWARDING LETTER

Tender No. : JCT3732P15

**Sub: Hiring of services of 1 no.AC Four wheel drive passenger vehicle suitable for Desert Terrain along with Driver having Total seating capacity 5 no including driver for a period of one year (extendable by another one year) for movement of company representative in connection with Workover activities in Jaisalmer District of Rajasthan State**

1.0 Rajasthan Project of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Project Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

OIL invites your competitive bid for Hiring of services of 1 no.AC Four wheel drive passenger vehicle suitable for Desert Terrain along with Driver having Total seating capacity 5 no including driver for a period of one year (extendable by another one year) for movement of company representative in connection with Workover activities in Jaisalmer District of Rajasthan State.

2.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- |       |                                |                                                                                                                 |
|-------|--------------------------------|-----------------------------------------------------------------------------------------------------------------|
| i)    | OIL's Tender No.               | : JCT3732P15 dated 29.05.14                                                                                     |
| ii)   | Tender Fee                     | : ` 500.00 (PSUs and SSI Units registered with NSIC are exempted).                                              |
| iii)  | Type of Bid                    | : <b>Single Stage Composite Bid System</b>                                                                      |
| iv)   | Bid Closing Date & Time        | : 30.07.14; at 15.00 hrs (IST)                                                                                  |
| v)    | Bid Opening Date & Time        | : 30.07.14; at 15.15 hrs (IST)                                                                                  |
| vi)   | Bid Opening Place              | : Office of Chief Manager (M&C),<br>Oil India Limited, Jodhpur, Rajasthan                                       |
| vii)  | Amount of Bid Security         | : ` 26,300.00 (Non- interest bearing)                                                                           |
| viii) | Amount of Performance Security | : 2.5 % of the Estimated Contract Value                                                                         |
| ix)   | Mobilization Time              | : Within Seven (07) days from the date of issue of Letter of Award(LOA).                                        |
| x)    | Duration of Contract           | : One (01) year with a provision of extension by another one (01) year at the same rates, terms and conditions. |

- xi) Retention Money : 7.5% will be deducted from the running bills of the Contractor which will be released after 6 (six) months from the date of completion of the work after adjustment of loss, if any, to the Company for any reason.
- xii) Liquidated Damage for timely Mobilization : Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%.

3.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,  
OIL INDIA LIMITED

**(P.C.MAZUMDAR)**  
**CHIEF MANAGER (M&C)**  
**FOR EXECUTIVE DIRECTOR (RP)**

## SECTION – I

### INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites sealed Competitive Bids for the following services for its **RAJASTHAN PROJECT** under Single Stage Composite Bid System from eligible and reputed domestic bidders.
- 1.1 Tender No. : JCT3732P15 dated 29.05.14
- 1.2 Bid Closing Date : 30.07.14  
& Time : (15:00 Hrs. IST)
- 1.3 Tender Fee : Rs 500/-
- 1.4 Bid Security : Rs 26,300/-
- 2.0 **Description of Service:** Hiring of services of 1 no.AC Four wheel drive passenger vehicle suitable for Desert Terrain along with Driver having Total seating capacity 5 no including driver for a period of one year (extendable by another one year) for movement of company representative in connection with Workover activities in Jaisalmer District of Rajasthan State.
- 3.0 Non-transferable bid documents can be obtained from the following office of OIL on application and payment of non-refundable tender fee (except PSU and SSI Units) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at Jodhpur. Tender document will be on sale from 30.06.14 till **one day prior** to scheduled Bid Closing Date.
- Chief Manager (M&C)  
Oil India Ltd  
2-A, Saraswati Nagar, Dist. Shopping Centre  
Basni, Jodhpur-342005, Rajasthan
- 4.0 OIL reserves the right to refuse issue of tender document to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-

**(END OF SECTION – I)**

## SECTION – II

### INSTRUCTIONS TO BIDDERS

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

#### **A. BIDDING DOCUMENT / TENDER DOCUMENT**

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

- (a) A forwarding letter highlighting the following points:
  - (i) Oil India Limited 's Tender No.
  - (ii) Bid closing date and time.
  - (iii) Bid opening date, time and place.
  - (iv) The amount of Bid Security.
  - (v) The amount of performance guarantee.
  - (vi) Quantum of liquidated damages for default in timely mobilization.
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Special Terms & Conditions of Contract (Section - IV)
- (f) Scope of Work(Section - V)
- (g) Price Schedule details (Section - VI)
- (h) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VII)
- (i) The Performance Security Form (Section - VIII)
- (j) The Bid Security Form (Section - IX)
- (k) The Contract Form of Agreement (Section - X)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining labour license-(Appendix-B)

#### **3.0 AMENDMENTS TO BIDDING DOCUMENT:**

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

#### **B. PREPARATION OF BIDS**

##### **4.0 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 version which shall govern for the purpose of bid interpretation.

## 5.0 DOCUMENTS COMPRISING THE BID:

The bidder should submit their offer in writing under single stage composite bid system i.e., only a single Techno-Commercial Bid comprising of the following documents:

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – VII.
- (iii) Bid Security furnished in accordance with Para 7.0 below.
- (iv) Price Schedule Format/ Schedule of Work (Section - VI).

## 6.0 BID PRICE:

6.1 Rates/Unit Prices must be quoted in Indian Rupees only in words as well as in figures.

6.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.

6.3 All duties and taxes including Corporate income taxes, Service Tax and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only the R & D Cess, applicable if any against this contract will be borne and paid for by OIL.

## 7.0 BID SECURITY:

7.1 Pursuant to Para 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Forwarding Letter" as part of their Bid.

7.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 7.7 below.

7.3 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-

- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-IX for the format) **and valid for 60 days beyond the validity of the Bid.** The Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
- b) A Cashier's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).

7.4 Any Bid not secured in accordance with above-mentioned subparagraphs 7.1 to 7.3 will be rejected by Company as non-responsive, except those are exempted.

- 7.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 7.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 7.7 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a Successful Bidder fails:
- i) To sign the contract within reasonable time and within the period of bid validity, and /or,
- ii) To furnish Performance Security.

**NOTE : Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.**

8.0 PERIOD OF VALIDITY OF BIDS:

- 8.1 Bids shall remain valid for **120 days** after the date of bid opening prescribed by the Company.
- 8.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 7.0 above.

9.0 FORMAT AND SIGNING OF BID:

- 9.1 The Bidder shall prepare three copies of the bid clearly marking original as "ORIGINAL BID" and the rests as "COPY OF BID". In the event of any discrepancy between them, the original shall prevail.
- 9.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the technical bid. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- 9.3 The bid should contain no interlineation, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

**C. SUBMISSION OF BIDS:**

**10.0 SEALING AND MARKING OF BIDS:**

10.1 The tender is being processed according to a single stage – composite bid procedure. A single offer should be submitted in triplicate (One original and 2 copies) containing Technical as well as commercial details including the rates as per the Price Schedule Format provided herein.

10.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

10.3 The cover containing the Bid (Original and 2 copies) should be sealed, superscribing the following on the right hand top corner of the envelope.

- (i) Tender No. : -----
- (ii) Bid closing date: -----
- (iii) Bidder's name : -----

10.4 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. The Bid Security mentioned in para 7.0 should be enclosed with the Bid.

10.5 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/non-compliance to each clause and the same should be enclosed with the bid.

10.6 Timely delivery of the bids is the responsibility of the Bidders. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/transit loss.

10.7 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

**11.0 DEADLINE FOR SUBMISSION OF BIDS:**

Bids must be received by the Company at the address specified in the Forwarding Letter not later than the bid closing time and date mentioned in the letter.

**12.0 LATE BIDS:**

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

**13.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

13.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.

13.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of para 10.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

- 13.3 No bid can be modified subsequent to the deadline for submission of bids.
- 13.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

14.0 EXTENSION OF B.C.DATE:

In the event of receipt of a single offer against the Tender within the B.C. Date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. Date, shall not be permitted to revise their quotation.

15.0 BID OPENING AND EVALUATION

- 15.1 Company will open the Bids, including submission(s) made pursuant to para 13.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 15.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 13.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 15.3 At Bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 15.2.
- 15.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 15.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to any extrinsic evidence.
- 15.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.

- 15.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 15.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 15.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

16.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate the cost details quoted by the technically qualified bidders and compare the bids to ascertain their inter-se-ranking as per Bid Evaluation Criteria (Section-VII) of the tender document based on rates quoted in Price Schedule Format/Schedule of Work (Section - VI).

17.0 CONTACTING THE COMPANY:

- 17.1 Except as otherwise provided in para 13.0 & 15.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 17.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

**D. AWARD OF CONTRACT**

18.0 AWARD CRITERIA:

The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

19.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept any bid and to reject any or all bids.

20.0 NOTIFICATION OF AWARD:

- 20.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.
- 20.2 The notification of award will constitute formation of the Contract.

21.0 PERFORMANCE SECURITY & RETENTION MONEY :

21.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (2.5% of total evaluated contract cost) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Ref. Section – VIII) or in any other form acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

21.2 The performance security specified above must be valid for Six (06) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 2.5% of the contract value for the extended period and also to extend the validity of the performance security accordingly.

21.3 Failure of the successful bidder to comply with the requirements of para 21.1 or 21.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

**INVOCATION OF PERFORMANCE SECURITY:**

21.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

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

- (a) In case of any event occurring when the outstanding bills of the Contractor are not sufficient for recovery against payable Liquidated Damage/Penalty during the tenure of the contract.

AND / OR

- (b) In case of Premature Termination due to default or breach of contract by the Contractor.

21.6 RETENTION MONEY:

7.5% (seven point five percent) retention money will be deducted from the running account bills of the Contractor towards Performance Guarantee which will be released after 6 (six) months from the date of completion of the work after adjustment of compensation or loss due to the Company for any reason.

22.0 SIGNING OF CONTRACT:

- 22.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.
- 22.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

**(END OF SECTION – II )**

## SECTION – III

### GENERAL CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this ..... day of ..... 2014 between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri ..... carrying of business as PROPRIETOR under the firm name M/s. .... with their Office at ..... in the district of ..... aforesaid (hereinafter called “The Contractor”) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below :

#### 1.0 **DEFINITIONS:**

1.1 In this Contract, the following terms shall be interpreted in accordance to the meaning assigned below to them respectively:

- a) "Contract" means the Agreement to be entered into between Company and Contractor including the terms and conditions as recorded therein and all formats/proformas & attachments thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Contractor under the full and proper performance of its contractual obligations.
- c) "Company" means OIL INDIA LIMITED and its executors, successors and assignees
- e) “Company Representative” means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- f) "Contractor" means the individual or firm or body incorporated providing the services under this contract and its executors, successors and assignees.
- g) "Contractor's Items' means the equipment, materials and services that are to be provided by the Contractor at the expense of the Contractor.
- h) "Commencement Date" means the date on which 1<sup>st</sup> vehicle is placed at OIL under the Contract.
- i) "Contractor's personnel" means the personnel provided by Contractor from time to time to conduct operations hereunder.
- j) “Base Office” The contractor shall have a base office at Jodhpur to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the Contract.
- m) “Gross Negligence” as used in this contract shall mean “willful and wanton disregard for harmful, avoidable and foreseeable consequences”.

## **WITNESSETH :**

- 1.0 (a) The Contractor hereby agrees to carry out the work as per Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-VI of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company's engineer shall have power to –
- a) Order the Contractor to remove immediately any cause of unsatisfactory performance of the service.
- b) Order the Contractor to replace, any person / Contractor's Personnel / helper / mechanic / supervisor engaged for the running of vehicle or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company.
- c) Order the Contractor from time to time such further instructions as shall be necessary for the purpose rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non compliance of the instructions will make the Contractor liable for penalty as per the provisions of the contract.
- 4.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

## **5.0 APPLICABLE LAWS:**

5.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. The Contractor shall ensure full compliance of various Indian laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under this contract.

- a) The Mines Act, 1952 as applicable to safety and employment conditions and subsequent amendments.
- b) Oil Mines Regulations, 1984.
- c) The Motor Vehicle Act, 1988.
- d) The Motor Transport Workers Act. 1961.
- e) Payment of Wages Act 1936.
- f) The Workmen's Compensation Act 1923 and industrial disputes Act 1947.
- g) Payment of Bonus Act, 1965.

- h) Contract Labour (Regulation & Abolition) Act. 1970.
- i) Interstate migrant Workmen Act, 1979 (Regulation of employment and conditions of Service)
- j) The Employees Provident Fund and Misc. Provisions Act, 1952 (including family pension Scheme 95)
- k) Income Tax Act 1961

6.0 GENERAL OBLIGATIONS OF CONTRACTOR; Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- a) Perform the work described in the Price Schedule Format/Schedule of Works (Section-VI) and Special Terms and Condition (Section-IV) in most economic and cost effective way.
- b) Except as otherwise provided in the Price Schedule Format/Schedule of Works and Special Terms and Conditions of the contract , provide crew as required to perform the work. The crew must essentially consist amongst others a professional LMV driver ,having experience.
- c) Perform all other obligations, works services which are required by the terms of the contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work under this contract.

7.0 CONTRACTOR'S PERSONNEL:

7.1 The Contractor warrants that he shall engage or provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that any such personnel as determined by Company to be unsuitable is promptly replaced with personnel suitable to the Company. The personnel engaged to operate the vehicle must have necessary professional experience. Details are given in the Scope & Schedule of services (Part-VI hereof), and Special Conditions of the contract (Section-IV hereof).

8.0 CHANGE OF OWNERSHIP:

8.1 The Contractor's rights and obligations under this contract are not transferable by sale of assignment without the Company's written consent. In the event of services being sold without the Company's written consent in addition to his other rights, the Company may at its absolute discretion terminate this contract whereupon the Contractor shall reimburse the Company payment, if any paid in advance and not earned, and any sums to which the Company may sustain directly as a consequence of such termination.

9.0 **Work Completion Time:** The Contractor must commence the work within seven days of issue of Letter of Award and complete in one( 01) year with a provision for extension of another one (01) year . Delay in mobilisation of required resources will call for imposition of Liquidated Damages.

10.0 **Validity of the Agreement:** The Agreement shall remain valid for a period of one ( 01) year within seven days of issue of Letter of Award or till the completion of work, whichever is later.

11.0 **Schedule of Rates:** Payment to the Contractor will be made against work completed by them at the rates entered in the Price Schedule Format/Schedule of Work, Section -VI hereof.

**12.0 VINTAGE OF VEHICLE:**

The Contractor shall provide good condition vehicle(s) (taxi registration should not be more than two years on the date of bid closing) registered as Taxi preferably in the name of the Firm or in the name of the owner of the Firm or produce an undertaking from the owner for providing services of the vehicle.

**13.0 MAKE & MODEL:** The following make and model of the vehicle may be considered against the above mentioned Purchase Requisitions.

- i. Model: SCORPIO, Make: Mahindra & Mahindra or
- ii. Model: New Tata Safari DICOR 4X4/Tata Safari Stome, Make :Tata Motors.

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

- i) Professional driving license(s) and P.S.V. badge(s) for the driver(s)
- ii) Registration Book(s) with endorsement of Road Tax
- iii) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required
- iv) Road permits
- v) Fitness certificate
- vi) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as driver/Crew
- vii) Any other as required under law in force
- viii) Pollution under control certificate.

**15.0 TAXES:**

15.1 Taxes levied as per the provisions of Indian Income Tax Act and any other enactment/ rules on income derived/payments received under this contract will be on the Contractor's account. The Company will deduct the TAX at source wherever required as per the Acts.

15.2 Income tax will be deducted at source from the monthly payment at the specified rate of income tax as per provisions of Indian Tax Act as may be in force from time to time. The Contractor will submit the PAN Number to the Company, as required by Annexure-A of the tender document.

15.3 The Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.

15.4 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them or by any other Govt. authority. The Contractor shall be responsible for preparing and filing the return of income etc., within the prescribed time limit to the appropriate authority.

15.5 Prior to start of work or service or operations under the contract, the Contractor shall furnish to the Company the necessary document, as asked for by the Company and/or any other information pertaining to the contract.

15.6 Corporate and Personnel Taxes on the Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

16.0 **Provident Fund:** The Contractor if covered under the P.F Act and if the contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. Contribution on wage component.

16.1 In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost.

#### 17.0 MISCELLANEOUS PROVISIONS:

17.1 The Contractor shall give notices and pay all fees at his own cost required to be given or paid under any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulation of all public bodies and companies whose property or rights are affected or may be affected in any way by the services envisaged under this contract.

17.2 The Contractor shall conform in all respects with the provisions of any Statute, Ordinance or Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and to regulation public bodies and Companies as aforesaid and shall keep the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

18.0 **Liquidated Damages:** In case of failure on the part of the Contractor to provide vehicles as requisitioned by the Company in good running condition along with Contractor's Personnel within the stipulated time as set out in the Contract, Liquidated Damages will be levied at the rate of 1.5 times of to the daily rate (calculated on the pro rata basis of the monthly rate) i.e. rate as per Section-VI of the contract shall be levied for each vehicle on each particular day Use subject to maximum 7.5% of the total estimated Contract value

19.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.

20.0 **Estimated Value of Agreement :** The total evaluated value of the Agreement (all inclusive) is estimated to be -----, but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms Section-V of this Agreement.

21.0 **Payment Terms:** Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.

## 22.0 INDEMNITY AGREEMENT:

22.1 The Contractor 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 Contractor's employees, agents and sub-Contractors or their employees on account of bodily injury or death, or injury/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.

22.2 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by the Company or the Contractor 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 concurrence of either party.

## 23.0 TAXES & LEVIES:

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

23.2 The Company shall withhold Income Tax and other taxes as per TDS provision of these Acts, which may be in force from time to time as may be applicable to the operational services under this Agreement.

24.0 **ASSIGNMENT:** The Contractor 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 Contractors, if acceptable to the Company.

25.0 **SUB-CONTRACT:** The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

26.0 **STATUTORY OBLIGATIONS:** The Contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/her obligations under the statutory Acts during the tenure of this service Agreement.

## 27.0 WARRANTY AND REMEDY OF DEFECTS

27.1 The Contractor warrants that he shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, and efficiency with instructions and guidance which the Company may, from time to time furnish to the Contractor.

27.2 The rights and remedies of the Company provided by this clause are in addition to any other right and remedies provided by law or in equity or otherwise.

## **28.0 LIABILITY :**

- 28.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor 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.
- 28.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor 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.

## **29.0 FORCE MAJEURE :**

- 29.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.
- 29.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 29.3 Should 'Force Majeure' conditions as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Force Majeure' period unless otherwise agreed to.

## **30.0 TERMINATION :**

### **30.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

The Agreement shall be deemed to be automatically terminated on the expiry of duration of the Agreement (or extension, if any, thereof).

### **30.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :**

Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.

### **30.3 TERMINATION ON ACCOUNT OF INSOLVENCY :**

In the event that the Contractor at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditor or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**30.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE :**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 (seven) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**30.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :**

In case the Contractor's rights and/or obligations under the Agreement and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.

30.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

**30.7 CONSEQUENCES OF TERMINATION :**

In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

30.8 Upon termination of the Agreement, the Contractor shall return to the Company all of the Company's items, which are in the Contractor's possession at the time.

30.9 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 30.1 to 30.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Agreement up to the date of termination.

30.10 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Contractor with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Contractor shall demobilize his personnel and materials.

**31.0 ARBITRATION:**

31.1 The Contractor and the Company shall make effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.



## SECTION – IV

### SPECIAL TERMS & CONDITIONS

1. The vehicles supplied by the Contractor must be in absolutely sound mechanical as well as physical condition with proper and clean upholstery and standard accessories.
2. The vehicle shall be licensed at all times by appropriate Government Authority to ply on roads in Jodhpur, Jaisalmer, Bikaner & Barmer districts of Rajasthan state and any other surrounding state/areas where the company is carrying out activities.
3. The driver engaged by the Contractor shall be
  - (a) Competent to drive the vehicle as mentioned in the contract, experienced and well behaved with proper uniform.
  - (b) Must be in a fit physical and mental condition and shall not be under the influence of intoxication of any type.
  - (c) Should possess valid driving licence, which must be furnished to the Company for verification as and when asked for.
  - (d) Should have good understanding of applicable traffic rules and must carry a mobile phone.
4. The vehicle 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. Hour meter, Speedometer and kilometreage gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Officer/Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the Contractor 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 Officer/Engineer. The Company's decision in this regard shall be final and binding on the Contractor. Monthly payments shall accordingly be regulated according to the corrected readings.
5. All LICENCE AND PERMITS must be valid and updated periodically by the Contractor to the satisfaction of the Company:-
  - a) Professional driving license
  - b) Registration Book with endorsement of Road Tax;
  - c) Permits for plying the vehicle for commercial purpose
  - d) Road permits
  - e) Fitness certificate
  - g) Comprehensive insurance certificate
  - h) Any other rules as promulgated by Rajasthan State Administration from time to time.
  - i) Pollution under control certificate from Govt. Recognised Agencies
6. The Company's Officer/Engineer shall inspect / scrutinize / check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Any defect found in any manner will not be acceptable till such deficiency is rectified to the satisfaction of the Company's Officer/Engineer.
7. The vehicle should be made available at short notice at all times. The Contractor should furnish a contact telephone number which should be manned round the clock for prompt disposal of services.

8. Any allotted duty/timings of duty will be decided by the Company's Officer/Engineer and shall be binding on the Contractor. The allotted duty/timings may be changed from time to time at the discretion of the Company and the Contractor and the driver shall be obliged to accept such changes.
9. The driver shall park the vehicle at a suitable place at the well site / camp as instructed by the company engineer and any violation may attract action against the driver/Contractor as per the terms of the contract.
10. The Contractor shall replace the driver in the following situations:
  - a) If found to be intoxicated by any Company officer.
  - b) If found to be objectionable from security considerations inside company's installations.
  - c) If found not to be in sound mental state.
  - d) If found not obeying to the instruction of any company officer.
11. During the currency of this contract while on duty, the Contractor shall not withdraw the vehicle from Company duty for any other purposes (except in connection with repairs), if necessary. A relief vehicle of equivalent or higher category shall be placed immediately as a substitute by the Contractor.
12. In the event of the Contractor failing to provide the vehicles at the designated place/ time for any reason, Company reserves the right to hire the vehicle from local market and shall recover such hire charges from the Contractor. In the event of breakdown of any vehicle while on Company's duty, a replacement vehicle must be arranged within reasonable time at no extra cost to the Company. In the event of failure on the part of the Contractor, liquidated damages will be payable by the Contractor as specified in this contract. Also, the Company has the right to make alternative arrangement and additional expenditure incurred by the company in arranging alternative arrangement, if any, liquidated damages will be payable by the transport service provider as specified in this agreement.
13. In case vehicle of category higher than the original category of vehicle is required to be hired by the Contractor for rendering services due to non-availability of own vehicle and also due to non-availability of similar category of vehicle in the market then payments will be made considering the original category of vehicle only for which requirement was initially placed by the Company Officer/Engineer.
14. Failure on part of the Contractor to conform to clause 13 above will render the services to be treated as shut down and liquidated damages and / or special liquidated damages and / or penalty, as applicable, shall be recovered from the Contractor.
15. Company will not be held responsible in case of any accident, theft and loss of vehicle, violation of traffic rules or any penalty imposed by Government law enforcing agencies / authorities during OIL's duty.
16. The Contractor shall keep the vehicle roadworthy, failing which the vehicle will be not accepted for allocation of duty, in which case the Contractor shall provide vehicle of category similar to category of vehicle as per the original requirement of the Company. In case vehicle of similar category is not available with the Contractor, the Contractor may place vehicle of category higher than that as per the original requirement but payments will be made considering the original category of vehicle only, for which requirement was initially placed by the Company Officer/Engineer.

17. In case of accidents during allotted duty and consequent non-availability of replacement vehicle of similar category (within 5/6 hours) at the site of accident, charge applicable per day will be deducted and the vehicle shall be treated as shut down. It will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, 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 to the Company.  
However, this will not be applicable in case of
  - (i) Accidents caused by rough/rash driving or because of negligence of the driver engaged
  - (ii) Where a FIR is lodged by a third party and the vehicle is not available for formalities to be observed as per the laws of the land. In such a situation the vehicle will be treated as shut down and will attract liquidated damages in addition to deduction of minimum charges.
18. The Contractor must place the vehicle for duties on time on any particular day as per the instructions of the Company's Officer/Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorized release of vehicle before completion of the allotted duty, the vehicle shall be treated as shut down and will attract penalty for each such failure.
19. The Contractor will have to make all arrangements for fueling /servicing/repairing of the vehicle at his own cost at well site and any other places of duty.
20. The vehicle engaged by the Contractor for providing the services are to be comprehensively insured against all risks at the Contractor's own cost.
21. The driver of the vehicle will be provided food, lodging and medical (first aid) facility at the well site free of cost. But it is the responsibility of the Contractor to provide food, lodging and other facilities to the driver at his own cost during halting at Jodhpur and any other places other than well site.
22. During halting at Jodhpur, the driver shall report to departmental officer/executive at office at 9:00 AM on every working day and when called on Sundays/holidays.
23. The driver shall fill in the log sheet every day and get it signed by the user and The contractor shall submit the monthly bill for the vehicles for the preceding month within 3/4 days of the following month.

(END OF SECTION IV)

**SECTION – V**

**SCOPE OF WORK** for 1 (one) No. A.C Four Wheel Drive Vehicle suitable for Desert Terrain to be utilized for movement of Company Representative /Company Officer(s) for Drilling/ Workover activities in Rajasthan Project of Oil India Limited.

1. Transportation of Company Representative/Company Officer(s)/ Engineer (s) from Jodhpur to OIL's Drilling / Workover wells in the Jaisalmer/Bikaner districts of Rajasthan state.
2. Transport Company Representative/ Company Officer (s)/Engineer (s) from Drilling/ Workover wells in Jaisalmer/Bikaner districts of Rajasthan state back to Jodhpur .
3. Transport Company Representative/Company Officer(s) / Engineer (s) to **any area** in Jaisalmer / Bikaner/ Barmer district of Rajasthan state in connection with drilling / workover well operation.
4. Halting at Drilling/Workover wells as instructed by Company representative/Officer/Engineer.
5. Transport any light material from drilling/workover wells to Jodhpur and vice versa.
6. Transport Company Representative/Company Officer (s) / Engineer (s) to any **neighbouring state** of Rajasthan or any other district of Rajasthan in connection with drilling / workover operation.
7. Carry out any duty assigned by Company officer while halting at Jodhpur.
8. Visit to Hamira stores/TVC for any work assigned by Company Representative/Officer.
9. Any other job as deemed fit but not limited to the above.

(END OF SECTION V)

**SECTION – VI**

**(SCHEDULE OF WORKS/RATES)**

Rates for Hiring of services of 1 no.AC Four wheel drive passenger vehicle suitable for Desert Terrain along with Driver having Total seating capacity 5 no including driver for a period of one year (extendable by another one year) for movement of company representative in connection with Workover activities in Jaisalmer District of Rajasthan State.

<b>Sl.No (1)</b>	<b>Description (2)</b>	<b>Unit (3)</b>	<b>Qty. (4)</b>	<b>Rate (Rs.) (5)</b>	<b>Total Amount (Rs.) (6)</b>
1	Transport SRV. For 4WD AC Car	MON	12.00		
2	Running Charges per KM with AC ON	KM	90,000.0 0		
3	Running Charges per KM with AC OFF	KM	10,000.0 0		
4	Overtime Charges for Driver Beyond 12 HR	HR	1000.00		
5	Driver's Halting Charge outstation per night	PN	300.00		
	TOTAL				

**Note :** The quantities indicated above are estimated figures. Payment will be made for the actual work done/materials supplied.

\*\*\*\*\*

## **SECTION - VII**

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

#### **A) BID REJECTION CRITERIA (BRC)**

The Bid shall conform generally to the specifications and terms & conditions given in the bidding document.

##### **1.0 TECHNICAL :**

1.1 The bidder should have Annual Turnover of at least Rs 3.94 Lakhs /- during any of the last 3 (three) financial years ending 31<sup>st</sup> March, 2014. The party should submit Audited annual report for the above.

1.2 Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which application are invited should be either of the following:-

a) Three similar completed works costing not less than **Rs 5.25 Lakhs** /-

OR

b) Two similar completed works costing not less than **Rs 6.57 Lakhs/-**

OR

c) One similar completed work costing not less than **Rs 10.51 Lakhs/-**

Similar Job/works mean providing Transport Services either in private sector limited company, Public Sector, State Government or Central Government. The party should furnish necessary documents in the form of experience certificate from the organization as mentioned above or a copy of contract/work order along with proof of payment against the said contract.

##### **2.0 COMERCIAL:**

- 2.1 Bidders must quote clearly and strictly in accordance with the price schedule outlined in **(SECTION-VI)** (otherwise the bid will be rejected.) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.
- 2.2 The bids are to be submitted in triplicate under **Single Stage Composite Bidding System (Techno-Commercial bid)** in sealed envelopes submitted together. Non-compliance of this will result in rejection of the bid.
- 2.3 Bids must be kept valid for acceptance of OIL for at least 120 days from the date of scheduled bid closing. Failing which the offer shall be rejected, being non-responsive.
- 2.4 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative (duly authorized) on all pages failing which the bid may be rejected.
- 2.5 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.6 Any bid containing false statement will be rejected.
- 2.7 Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.
- 2.8 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 2.9 Price quoted by the successful Bidder must be held firm during its performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 2.10 The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.
  - Performance Security Clause
  - Tax liabilities Clause
  - Insurance Clause
  - Force Majeure Clause
  - Termination Clause
  - Arbitration Clause
  - Applicable Law Clause
  - Liquidated damages clause

### **3.0 GENERAL**

- 3.1 In case Bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.
- 3.2 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/BEC also and such clarification fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 Bids received from un-solicited bidders will be liable for rejection.
- 3.4 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

**B) BID EVALUATION CRITERIA (BEC)**

- 4.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 4.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format (Section-IV) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done during execution of the contract.
- 4.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

**( END OF SECTION - VII )**

**SECTION - VIII**

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\***

To: (Name of Company  
(Address of Company .....

**WHEREAS (Name and address of Contractor) ..... (herein after called “Contractor”) had undertaken, in pursuance of Contract No..... dated ..... to execute (Name of Contract and brief description of the work) ..... (hereinafter called “the Contract”), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;**

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)\*\* ..... (in words) ..... such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the date (.....)\*\* Six months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :.....  
Name of Bank :.....  
Address :.....  
Date :.....

\* Bidders are NOT required to complete this form while submitting the bid.

\*\*An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 21.0 under Section-II

**(END OF SECTION-VIII)**

## **SECTION – IX**

### **FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder) ..... (hereinafter called “the bidder”) has submitted his bid dated (Date) .....for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) \* for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ..... Day of ..... , 2014 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;  

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
  - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
  - 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, 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, 180 days after the closing date for submission of bids as stated in the tender document.

DATE: .....

SIGNATURE OF THE BANK:

WITNESS: .....

SEAL:

(Signature, Name and Address)

- 
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.

**(END OF SECTION - IX)**

## **SECTION-X**

### **SAMPLE FORM OF AGREEMENT**

THIS AGREEMENT is made on the ..... day of 2014... between (name of Company) ..... of (Mailing address of Company) ....., hereinafter called "the Company", of the one part and (Name of Contractor) ..... (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of works) ..... and has by Letter of Acceptance (date of Letter of Acceptance) ..... accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - This Form of agreement,
  - The Letter of Acceptance,
  - The Contractor's Bid and enclosures,
  - The Technical Specifications,
  - The Priced bill of quantities,
  - The Drawings,
  - The Schedule of Supplementary Information,
  - The special Conditions of Contract and
  - The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

**SIGNED, SEALED AND DELIVERED**

By the said  
Name \_\_\_\_\_

By the said  
Name \_\_\_\_\_

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\* Bidders are NOT required to complete this form.

**( END OF SECTION - X )**

**APPENDIX-A**

**GENERAL HSE POINTS**

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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 Contractors.
- 2.0 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 the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

- 6.0 The 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
- 7.0 All persons deployed by the Contractor for working in 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.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.
- 9.0 The return shall be submitted quarterly (by 10<sup>th</sup> 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.
- 10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 11.0 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.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 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.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate 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.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 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.
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## **APPENDIX-B**

### **Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid licence from Licensing Officer. To obtain licence contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for licence fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive licence nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.