

**E-TENDER NO. CDI0336P16**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN-786602, ASSAM  
E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E-procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following services.

IFB No.	<b>CDI0336P16</b>
Description of Service	<b>HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.</b>
Period of Sale of Bid Document	<b>From 04.03.2016 to 29.03.2016 (up to 15:30 HRS, Server Time)</b>
Bid Closing / Opening Date & Time	<b>05.04.2016 (11:00 HRS / 14:00 HRS, Server Time)</b>
Cost of Bid Document	<b>Rs. 5,000/-</b>
Bid Security (EMD)	<p><b>Rs.1,89,000/-</b></p> <p>The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Technical bid opening i.e. minimum up to 31.10.2016)</b> favouring OIL INDIA LIMITED, payable at Duliajan for the amount applicable and purchased from any Nationalised / Scheduled Bank. Alternatively, the Bid Security can be deposited on-line in the e- procurement portal through the online payment gateway.</p> <p><b>Notes:</b></p> <p><b>a.</b> In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee, the original hard copy of Bid Security should reach the office of HEAD-CONTRACTS on or before <b>12.45 PM (IST)</b> on the bid closing/opening date.</p> <p><b>b.</b> A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p>

**2.0** Bidders must have a valid User ID to access OIL's e-Procurement site for participation. Bidders can click on Guest login button to view the available open tenders in the e-portal. Vendors having user ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway. New Vendors shall obtain user ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner. Alternatively, parties can write to Head-Contracts, Contracts Department, Oil India Limited, P.O- Duliajan, Assam-786602 along with cost of bid document (non transferable & non refundable) in the form of Demand Draft / Banker's Cheque from any Nationalised / Scheduled Bank in favour of Oil India Limited, payable at Duliajan and bidder details [valid e-mail ID, address with PIN code, Vendor Code with OIL (if available), telephone number/mobile number, whether participated in OIL's e-tender prior to this tender etc.] which must reach Head-Contracts office on or before the last date & time of sale of bid document. No physical bid documents will be provided and on receipt of requisite bid document cost user ID and initial password will be communicated to the bidder through e-mail (e-mail ID as mentioned in the request letter).

**2.1** In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following should be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: **CDI0336P16**

Description of Services: **Hiring of Services for transportation including loading, offloading and staking of various Chemicals, Acids, Cement, etc.**

**3.0 SALIENT ELIGIBILITY CRITERIA:**

**3.1** The average annual financial turnover of the bidder during the last **03 (three)** accounting years reckoned from the Bid Closing Date must be minimum of **Rs.113 Lakhs** only. Documentary evidence must be submitted along with the Un-Priced Techno-Commercial Bid. The proof of annual turnover should be either in the form of audited Profit & Loss account and Balance Sheet or certification from Chartered / Cost Accountant firm indicating the Firm registration No. and Membership No.

**3.2** 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 **29.02.2016**.

(a) Single contract of minimum value of **Rs. 302 Lakhs**

or

(b) Two contracts of minimum value of **Rs. 188 Lakhs each**

or

(c) Three contracts of minimum value of **Rs. 151 lakhs each**

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

(a) Gross value of job done; and

(b) Nature of job done; and

(c) Time period covering as per the NIT.

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

**Note for bidder(s) to above clause 3.2:**

**1. Similar Work(s) means-** Services of providing Cranes or any other Transport Services involving Heavy Vehicles / Logistic equipment.

**2.** 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 7(seven) years ending on **29.02.2016** i.e. for any length of time within the period **01.03.2009 to 29.02.2016** (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out similar jobs of value either **Rs. 302 Lakhs** under a **single contract** or **Rs. 188 Lakhs each** under **02(two)** separate contracts or **Rs. 151 lakhs each** under **03 (three)** separate contracts. Accordingly, the Starting Date and /or the Job Completion Date of respective contract/s need not necessarily fall within the seven years period of **01.03.2009 to 29.02.2016**; but the value of job/s done must be of requisite amount as above.

**3.3** Bidder must possess an operating fleet of minimum **03 (three) trucks** of minimum **10 MT payload capacity** and of vintage not more (earlier) than **01.01.2007** in his/her/their name. Registration Certificates, Insurance certificates, Permits of each truck are to be submitted along with the Un-Priced Techno-Commercial Bid as evidence. Make & Model of the trucks shall also be clearly indicated in the Un-Priced Techno-Commercial Bid.

**3.4** Bidder must give an undertaking as per prescribed format (**Annexure-C, available along with the Annexure part of Bid Document**) declaring that if awarded with the contract by OIL, he/she/they would engage requisite number of trucks of requisite payload capacity & vintage and carryout the jobs strictly as per the tendered specifications (detailed in Part-III) and all other terms & conditions of this tender.

**4.0** Details of process for submission of Tender Fees (Cost of Bid Document) & Bid Security through the online payment gateway are available in Vendor User Manual under e- procurement portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**5.0 Exemption 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 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 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.

PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials within bid selling period to get access for participation in the tender.

**6.0 Exemption from Submission of Bid Security:**

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

**7.0** The link to OIL's e-procurement portal has been also provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**8.0** The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the e-procurement portal.

**9.0** All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the website and in the e-portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

**10.0** To participate in OIL's e-procurement tender, bidders should have a legally valid "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

**Date: 01.03.2016**

**HEAD- CONTRACTS**  
**FOR RESIDENT CHIEF EXECUTIVE**

**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](http://www.oil-india.com)**

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

**1.0 IFB No.: CDI0336P16**

**2.0 Description of Work/ Service: HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.**

<b>3.0</b>	Type of Bid	SINGLE STAGE TWO BID SYSTEM
<b>4.0</b>	Bid Closing Date & Time	<b>05.04.2016 at 11.00 AM (IST) (Server Time)</b>
<b>5.0</b>	Bid Opening Date & Time	<b>05.04.2016 at 2.00 PM (IST) (Server Time)</b>
<b>5.1</b>	Period of Sale of Bid Document	<b>From 04.03.2016 to 29.03.2016 (upto 15:30 HRS, Server Time)</b>
<b>5.2</b>	Cost of Bid Document	<b>Rs.5,000/- (Non transferable &amp; Non refundable)</b>
<b>6.0</b>	Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
<b>7.0</b>	Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
<b>8.0</b>	Bid Opening Place	Office of the Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
<b>9.0</b>	Bid Validity	180 days from the date of opening of Technical Bid.
<b>10.0</b>	Mobilisation Period	30 days from the date of issue of LOA.
<b>11.0</b>	Bid Security	<b>Rs.1,89,000/-</b>

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

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

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

<b>12.0</b>	Bid Security Validity	Minimum 210 days from the date of opening of Technical Bid i.e. minimum up to <b>31.10.2016</b> .
<b>13.0</b>	Amount of Performance Security	2.5% of the total contract value.
<b>14.0</b>	Validity of Performance Security	Six months after the expiry of the tenure of the contract.
<b>15.0</b>	Quantum of Liquidated Damage for default in timely mobilization	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.
<b>16.0</b>	Bids to be addressed to / Bid opening place	Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.

**17.0 Integrity Pact:**

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

**18.0 Important Notes:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

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

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

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

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

The screenshot shows the 'Display RfX Response' interface. At the top, there are tabs for 'Technical RfX Response', 'Close', 'Withdraw', and 'Verify'. Below this, there is a summary section with fields for 'RfX Response Number' (60006452), 'RfX Number' (TEST2), 'Status' (Submitted), 'RfX Owner' (WIPRO\_TEST1), and 'Total Value' (0.00 INR). Below the summary, there are tabs for 'RfX Information', 'Items', 'Notes and Attachments', 'Conditions', and 'Sub'. The 'Notes and Attachments' tab is highlighted. Below the tabs, there is a section for 'Event Parameters' with fields for 'Currency' (Indian Rupee), 'Detailed Price Information' (Price with Conditions), and 'Terms of Payment' (9010, 90% against despatch+10% after receipt). At the bottom, there is a section for 'Partners and Delivery Information' with a table that is currently empty, displaying the message 'The table does not contain any data'.

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

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

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

**Edit RFX Response:**

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

RFX Response Number 60006452    RFX Number TEST2    Status Withdrawn    Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1    Total Value 0.00 INR    RFX Response Version Number 2    RFX Version Number 5

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

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

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

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

**Note :**

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

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

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

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

The name of the OIL's Independent External Monitor(s) at present are as under:  
 (Note: Shri Rajiv Mathur, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com has been appointed as Independent External Monitor).

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

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

**INSTRUCTIONS TO BIDDERS (ITB)**

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

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BRC /BEC
- d) General Conditions of Contract (**Part-I**)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- f) Special Conditions of Contract (**Part-III-SCC**)
- g) Schedule of company's Plants, Materials and Equipments-(**Part-IV**) - Not applicable
- h) Safety Measures (**Part-V-SM**)
- i) Integrity Pact (**Part-VI**) available in Annexure part of bid documents.
- j) Undertaking as per BRC (Annexure-C), statement of non-compliance, bid form (Annexure-B), letter of authority, bank guarantee format (for bid security), Format for Details of Bidder (Annexure-A) available in Annexure part of bid documents.
- k) Price Bid Format

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

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



**5.0 PREPARATION OF BIDS:**

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

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

**6.0 BID FORM:**

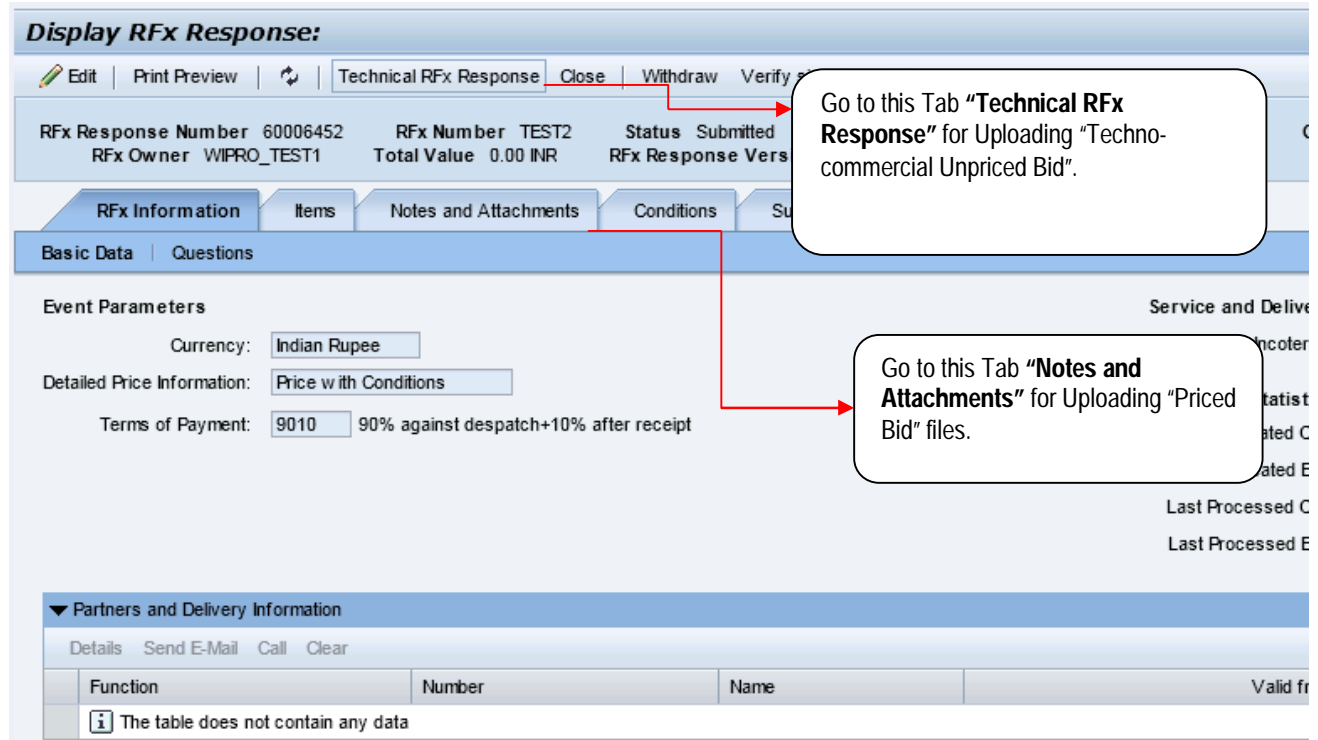
6.1 The bidder shall complete the Bid Form (Annexure-B, available in Annexure part of bid documents) and to be submitted along with the Technical Bid.

**7.0 BID PRICE:**

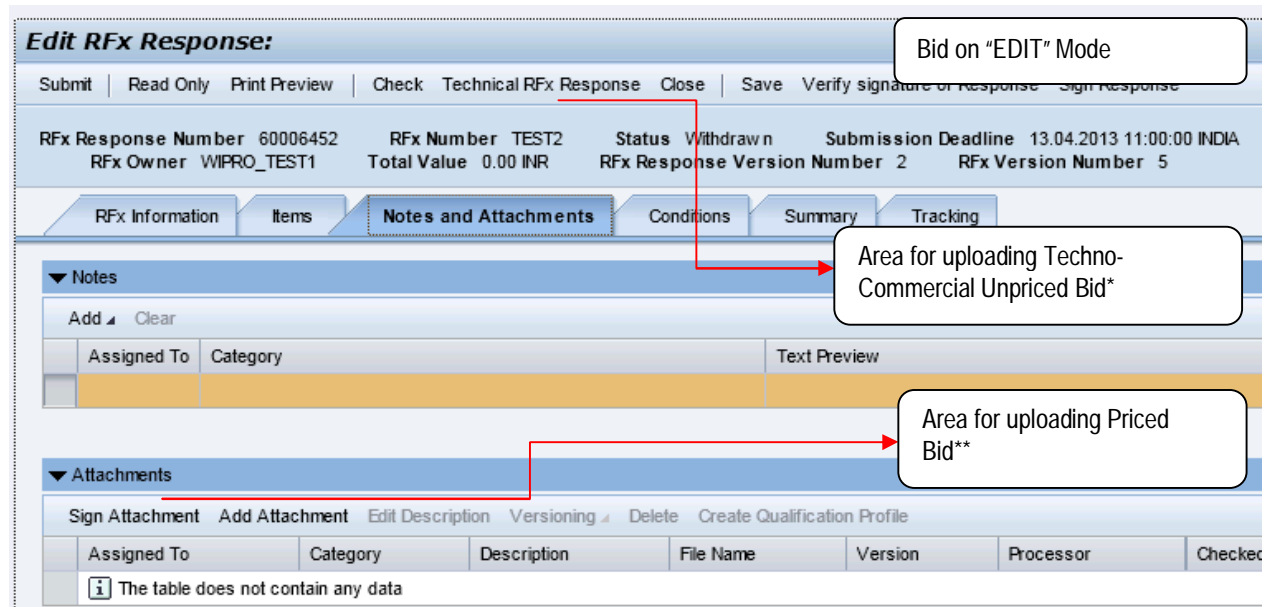
7.1 Prices must be quoted by the bidders, both in words and /or in figures as applicable in Price Bid Format. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

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

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



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



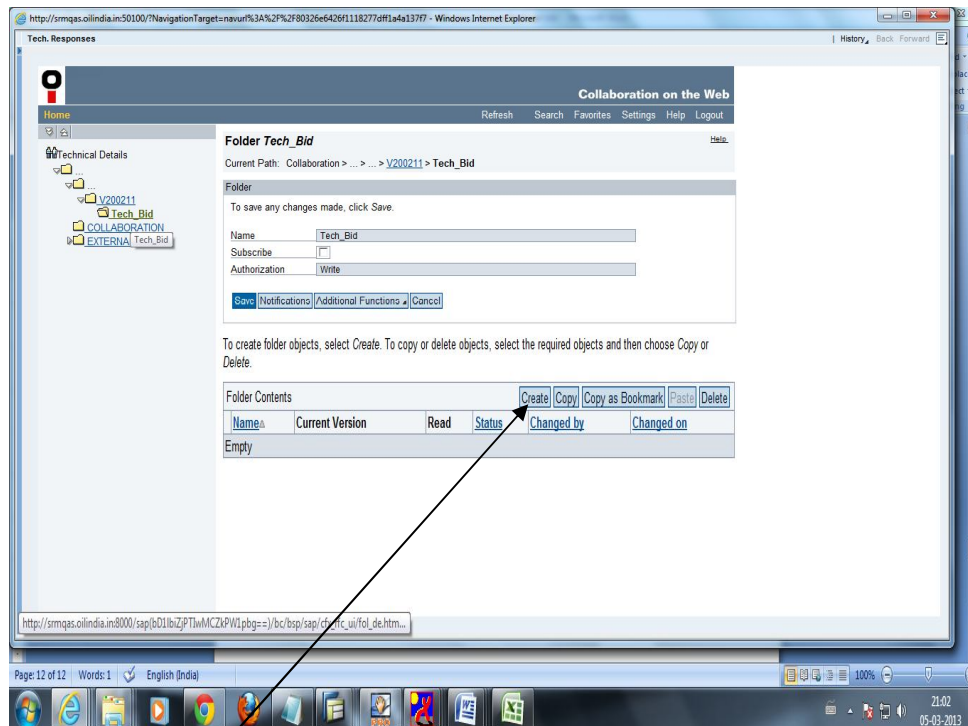
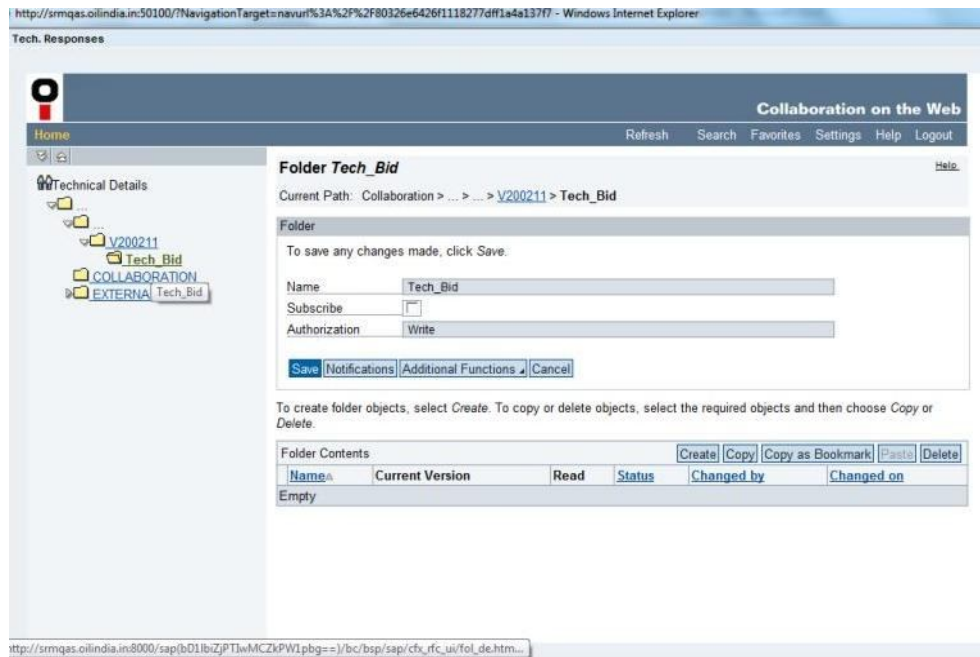
**Note :**

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

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

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

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



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

## 8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BRC / BEC.

**9.0 PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain valid for **180 days** from the date of technical bid opening.

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

**10.0 FORMAT AND SIGNING OF BID:**

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

**11.0 SUBMISSION OF BIDS.**

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3 digital certificate with organization's Name" digital certificates [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India while uploading the bid.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

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

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

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

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

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

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

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

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

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

**13.0 LATE BIDS:**

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

**14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

14.2 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 in the tender. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**15.0 EXTENSION OF BID SUBMISSION DATE:**

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

**16.0 BID OPENING AND EVALUATION:**

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

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

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

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

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

16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality or performance of work or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **17.0 EVALUATION AND COMPARISON OF BIDS:**

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

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

#### **18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

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

**19.0 AWARD CRITERIA:**

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

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

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

**21.0 NOTIFICATION OF AWARD:**

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

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

**22.0 SIGNING OF CONTRACT:**

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

22.2 Within 02 (two) weeks of issue of "Letter of Award (LOA)", the successful bidder(s) will be required to pay an interest free Security Money amounting to **2.5% of contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised / Scheduled Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L Standard forms of Agreement. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

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

**23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

23.1 Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

**24.0 BID DOCUMENT:**

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

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

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

**TAX INVOICE**

Name of the Service Provider.....  
 Address of the Service Provider.....  
 Service Tax Regn. No of the service provider.....  
 Name & address of the Service Receiver Invoice serial no. ....  
Oil India Limited, Duliajan, Assam Invoice Date.....

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

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

Signature of authorised person

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

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.

PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials within bid selling period to get access for participation in the tender.

**27.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

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

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



**1.0 BID REJECTION CRITERIA (BRC):**

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in PART-III of this tender. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

**1.1 TECHNICAL:**

**1.1.1** The average annual financial turnover of the bidder during the last **03 (three)** accounting years reckoned from the Bid Closing Date must be minimum of **Rs.113 Lakhs** only.

Documentary evidence must be submitted along with the Un-Priced Techno-Commercial Bid.

The proof of annual turnover should be either in the form of audited Profit & Loss account and Balance Sheet or certification from Chartered / Cost Accountant firm indicating the Firm registration No. and Membership No.

**1.1.2** 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 **29.02.2016**.

- (a) Single contract of minimum value of **Rs. 302 Lakhs**  
**or**
- (b) Two contracts of minimum value of **Rs. 188 Lakhs each**  
**or**
- (c) Three contracts of minimum value of **Rs. 151 lakhs each**

Documentary evidence must be submitted along with the Un-priced Techno-Commercial Bid.

The documentary evidence must be in the form of Job Completion certificate / Gross Payment Certificate etc. as applicable showing:

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

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

**Note for bidder(s) to above clause 1.1.2:**

**1. Similar Work(s) means-** Services of providing Cranes or any other Transport Services involving Heavy Vehicles / Logistic equipment.

2. 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 7(seven) years ending on **29.02.2016** i.e. for any length of time within the period **01.03.2009 to 29.02.2016** (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out similar jobs of value either **Rs. 302 Lakhs** under a **single contract** or **Rs. 188 Lakhs each** under **02(two)** separate contracts or **Rs. 151 lakhs each** under **03 (three)** separate contracts. Accordingly, the Starting Date and /or the Job Completion Date of respective contract/s need not necessarily fall within the seven years period of **01.03.2009 to 29.02.2016**; but the value of job/s done must be of requisite amount as above.

1.1.3 Bidder must possess an operating fleet of minimum **03 (three) trucks** of minimum **10 MT payload capacity** and of vintage not more (earlier) than **01.01.2007** in his/her/their name.

Registration Certificates, Insurance certificates, Permits of each truck are to be submitted along with the Un-Priced Techno-Commercial Bid as evidence. Make & Model of the trucks shall also be clearly indicated in the Un-Priced Techno-Commercial Bid.

1.1.4 Bidder must give an undertaking as per prescribed format (**Annexure-C, available along with the Annexure part of Bid Document**) declaring that if awarded with the contract by OIL, he/she/they would engage requisite number of trucks of requisite payload capacity & vintage and carryout the jobs strictly as per the tendered specifications (detailed in Part-III)) and all other terms & conditions of this tender.

## **1.2 COMMERCIAL:**

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

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

The Original Bid Security should however be forwarded to office of the "Head-Contracts, Oil India Limited, Duliagan-786602, Assam" which should reach the said office on or before **12.45 HRS (IST)** on the bid closing date, otherwise Bid will be rejected **or it may be submitted through OIL's electronic Payment Gateway also**. Original Bid Security not received within **12.45 HRS (IST)** on the bid closing /opening date shall be straightway rejected.

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

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

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

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

Details of prices as per Price Bid format (digitally signed) can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". Screen shots etc. in this regard are given in the Forwarding Letter and ITB of bid documents. Offer not complying with above submission procedure will be rejected.

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

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

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

Reimbursement / deduction on the Transportation Charge (Running Charge) per km will be applicable if the diesel price changes plus or minus 5% (five percent) over the tendered fuel cost. In such case, for every increase / decrease of fuel cost by Rs. 1/litre, the transportation charge(running charge) will increase / decrease by Rs. 0.25/KM (exclusive of Service Tax). However, the lower threshold limit of transportation charge (running charge) is limited to 0(zero).

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

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

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

**2.0 BID EVALUATION CRITERIA (BEC):**

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

- Bids will be evaluated on the basis of Total Bid Price achieved by addition of the Amount against each Item No. (Description of service) quoted by the bidder under Price Bidding Format. The amount for each Item No. (Description of service) is calculated by multiplying the 'Quantity' and the 'Rate per unit'.

**2.2** Except above rates payable as per terms & conditions detailed in Part-III of this tender document and escalation/reduction in the same due to change in fuel price, as applicable, no other charges, whatsoever may be, shall be payable to the contractor during the currency of the contract.

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

**2.4** Any bid offering part service shall not be considered for evaluation.

**2.5** Note to bidder(s) -

(a) The quantities mentioned against each item in Schedule of Works under Part-II are estimated quantities only. Same may decrease or increase at the time of actual execution of work and payment will be made against such actual work done only.

(b) Quoted Transportation Charges are to be inclusive of costs involved for both loaded and empty trips (reference Part-III).

**3.0 AWARD OF CONTRACT:**

**3.1** The status of the successful bidders will be determined as L1, L2, L3 and L4..... etc. on the basis of acceptable lowest quoted Bid price as per BEC of the tender.

**3.2** The L1 & L2 bidder shall be awarded the contract in the ratio of 50:50 subject to matching with L1 bid price in totality by L2 bidder.

**3.3** On failure of L2 bidder to comply as **3.2** above, L3 / L4 etc. bidders, if any, will be considered in that order for award of contract for remaining 50% of contact quantity subject to matching their offer with L1 bid price in totality.

**3.4** On failure of L3/L4 etc. bidders in that order to comply as **3.3** above, the remaining 50% of contact quantity shall also be awarded to L1 bidder under a separate contract i.e. L1 bidder will be awarded with contract for the entire services under two separate contracts.

**3.5** In case of identical situation, the award of contract will be decided on the basis of Draw of Lots i.e Lottery.

**4.0 Purchase Preference Clause:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) Documentation required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

#### **5.0 GENERAL:**

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

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

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

5.4 To ascertain the substantial responsiveness of the bid the company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.

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

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

**Note- Annexure-C (Ref. BRC Technical 1.1.4) is available along with the Annexure part of Bid Document)**

**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](http://www.oil-india.com)**

DESCRIPTION OF SERVICES: -

**HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.**

PART- I

GENERAL CONDITIONS OF CONTRACT (GCC)

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 his/her/their Registered/Main Office in the State of \_\_\_\_\_ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted 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, therefore, in consideration of the promises and the mutual covenants of both the parties, hereinafter, set forth, it is mutually agreed as follows: -

**1.00 AREA OF OPERATION: - Assam and Arunachal Pradesh**

**2.00 COMMENCEMENT: -**

Bidder should be in a position to commence the work as per mobilization period of **30 days from the date of issue of LOA**. However, the actual commencement date of the work under the agreement will be as per the work-order issued by Head-Transport only.

On failure of the contractor to commence & complete the works as per the work orders, "Liquidated damage/compensation/penalty etc." will be recovered as noted in Clause-12.0 of GCC, Part-III (SCC) hereof as the case may be, from the bills/ security-deposit etc.

**3.00 BID SECURITY DEPOSIT/ PERFORMANCE SECURITY DEPOSIT:****3.01 BID SECURITY DEPOSIT:**

Failure of the Contractor to sign the agreement within reasonable time of its presentation to them shall constitute sufficient grounds for the annulment of the award of the contract and forfeiture of the Bid Security Deposit, in which event, the Company may award the contract to the next evaluated bidder or call for new bid or negotiate with the next lowest bidder as deemed fit.

**3.02 PERFORMANCE SECURITY DEPOSIT:**

Performance Security money will be @ **2.5% (two decimal five percent)** of total contract value as guarantee against satisfactory performance of the contract during the contractual period.

The Security Deposit shall be payable to the Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Agreement.

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

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

**4.00 DEFINITIONS:**

In this contract certain terms used shall be interpreted as indicated below:-

- a) 'Company' means Oil India Limited (OIL)
- b) Contractor' means any individual/firm/company engaged as Transport agent or Carrier to whom the contract for transportation is awarded.
- c) 'The Contract Agreement' means this agreement entered into after depositing Security Money between Company and Contractor, as recorded in the contract agreement signed by the parties, including all attachments & appendices thereto and all documents incorporated by reference therein.
- d) 'Contractor's representative' mean such persons duly appointed by the Contractor thereof at site to act on contractor's behalf and notified in writing to the Company. In case of signing bills a power of attorney shall be provided in the name of the authorised person by the Contractor.
- e) 'OIL's authorised Officer' means GENERAL MANAGER (COMMERCIAL)/ GENERAL MANAGER (ENGG.) /HEAD-MATERIALS / HEAD-CONTRACTS / HEAD-TRANSPORT / CHIEF MANAGER (Calcutta Branch)/DY. GENERAL MANAGER (Pipeline)/All PROJECT MANAGERS and any other Officer who may be declared as such for the purpose of this contract by the RESIDENT CHIEF EXECUTIVE or the said Officers.
- f) 'Ton' 'MT' or 'Metric Tonne' means 2204.6 lbs or 1000 kgs.
- g) 'Distance' means the distance by the shortest approachable and plying ROUTE in between the places of LOADING & DELIVERY.
- h) 'Weight' means gross weight of the Stores, Goods, Materials, and Equipment etc. to be transported in Kg or MT.

- i) 'Date of booking' means date on which Company or any other person acting on behalf of Company including a supplier (who is directed by the Company) to offer consignment(s) to the Contractor for carriage in writing.
- j) 'Sundries' means different small consignments considered collectively. Sundry load(s) are NOT one Truck or Trailer load. For carriage it can be combined with consignments not belonging to the Company (OIL) in the carriage.
- k) 'Supplier' means who has business relation with the Company and has been instructed by the Company to dispatch goods.
- l) 'Urgent load' means a load declared so by the Authorized officer.

**5.00 APPLICABLE LAW:**

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

5.01 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 authority for conducting operations under the contract:

Motor Vehicle Act, Octroi Duties Act, Port Trust Acts, Indian Railways Act, Mines Act, 1952 as applicable to safety & employment conditions and subsequent amendment, Oil Mines Regulations-1984 wherever applicable Workmen's Compensation Act, Payment of Wages Act, The Minimum Wages Act, Payment of Bonus Act 1965, Contract Labour (Regulation & abolition) Act 1970 and the rules framed there under, Employees Pension Scheme 1995, Interstate Migrant Act 1979 (Regulation of employment & conditions of services), The Employees Provident Fund & Misc. provisions act, Central Excise Act, Income Tax Act 1961, Assam Finance Act 1956, Assam Sales Tax Act 1947, Central Sales Tax Act 1957, Assam Pollution Control Board's Rules & Regulation Service Tax Act, any other Acts as applicable from time to time.

5.02 The contractor should be fully conversant with the laws applicable to work under this contract and all other relevant rules and connected laws and to abide by them so that jobs assigned are performed efficiently in time. In case of violation of any of the RULES/ACTS/LAWS, the contractor shall be responsible for the consequences arising out of the violation and in no way Company (OIL) will be responsible for it.

5.03 The contractor or his representative shall abide by the RULES regarding SAFETY & SECURITY measures at the STORE YARD/GODOWN at Duliajan and other points.

5.04 The fleet of vehicles/Transport equipment, which shall be used for the execution of this contract, must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS, INSURANCE etc duly approved by appropriate Govt. Authorities.

5.05 All goods moving within the Indian Union on account of the Company are covered under a Block (Annual Open) Insurance Policy taken by the Company. This Insurance is for the exclusive benefit of the Company and shall not accrue to the benefit of the contractor. The Company will arrange Transit Insurance for its goods. The contractor shall be responsible to issue Certificate of Facts pertaining to loss assessed by Surveyor/Competent Authorities to the Company within 7(Seven) days from the date of provisional claim forwarded to the contractor for the purpose of lodging final claim on Insurance Company or any other party.



**6.00 TERMINATION:****6.01 Termination on expiry of contract:**

This contract shall be deemed to have been automatically terminated on the expiry of the contractual period unless the Company has exercised its option to extend the contract in accordance with the provisions of the Contract Agreement.

6.02 The contract may be terminated at any time by either party without indicating any reason by giving 90(NINETY) DAYS PRIOR notice in writing of its intention to do so to the other party. In case of unsatisfactory performance of the contractor, Company solely reserves the right to terminate the contract by giving 30(THIRTY) days written notice.

**6.03 Termination on account of Insolvency of the Contractor:**

In the event that the Contractor at any time during the term of the contract becomes insolvent or makes a voluntary assignment of the contract for the benefit of its creditors or is adjudged Bankrupt then the Company shall by a notice in writing have the right to terminate the contract and all the Contractor's right and privileges hereunder shall stand terminated forthwith. In such eventuality the company shall pay the contractor the applicable rate for the services performed if due upon the date of termination of the contract.

As soon as petition, if any, is made for declaration of insolvency to the court, the Contractor shall keep the Company informed of the fact in writing.

**6.04 Consequence of termination:**

(i) In all cases of termination herein set forth the obligation of the Company to pay the charges shall be limited to the period up to the date of termination and the Contractor will not be entitled to any damage or compensation on account of termination.

(ii) Notwithstanding the termination of this contract, the Contractor shall reasonably continue to be bound by the provisions of this contract that reasonably require some action forbearance after such termination.

**7.00 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.

**8.00 SETTLEMENT OF DISPUTES AND ARBITRATION:****8.0.1 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 <sup>rd</sup> 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 pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

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

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

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

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

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

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

8.0.2 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 8.0.1 & 8.0.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

#### **9.00 INDEMNITY CLAUSE: -**

(a) The contractor agrees to protect, defend, indemnify and hold the company harmless from and against all claims, suits, demands, causes of action, liabilities, expenses, costs, liens, judgment of every kind and character without limit which may arise in favour of the contractor's employees, agents, sub-contractors or their employees on account of bodily injury or death as a result of the 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.

(b) The company agrees to protect, defend, indemnify and hold the contractor harmless from and against all claims, suits, demands, causes of action, liabilities, expenses, costs, liens, judgment of every kind and character without limit which may arise in favour of the company's, agents, sub-contractors or their employees on account of bodily injury or death, as a result of the 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.

#### **10.0 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)."

**11.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

**12.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION OR COMPLETION OF WORKS AND SERVICES:**

Liquidated Damages will be applicable @0.5% of the total contract value per week or part thereof, for delay in contract mobilization/completion date subject to a maximum ceiling of 7.5% of estimated total contract value.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF \_\_\_\_\_  
(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: \_\_\_\_\_

**E-TENDER NO. CDI0336P16**  
**PART-II (SOQ)**

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

1.0 Description of Service: **HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.**

2.0 Tendered fuel (HSD) cost: **Rs.45.10/- per litre**

**3.0 Schedule of Work, Unit and Quantity:**

Item No.	Description of Service	Unit of Measurement	Quantity
1	DAY CHARGE PER TRUCK (Day Charge per truck of 10MT payload capacity : Area of Operation - Assam)	NO	12,000.00
2	LOADING-OFFLOADING CHARGE PER TRUCK (Manual loading, unloading & staking of chemicals per truck load of 10 MT : Area of Operation - Assam)	NO	12,000.00
3	TRANSPORTATION CHARGE (RUNNING CHARGE) Transportation charge (running charge) per Km for loaded trip only : Area of Operation - Assam)	KM	8,00,000.00
4	DAY CHARGE PER TRUCK (Day Charge per truck of 10MT payload capacity : Area of Operation - Arunachal Pradesh)	NO	1,000.00
5	LOADING-OFFLOADING CHARGE PER TRUCK (Manual loading, unloading & staking of chemicals per truck load of 10 MT : Area of Operation - Arunachal Pradesh)	NO	1,000.00
6	TRANSPORTATION CHARGE (RUNNING CHARGE) (Transportation charge (running charge) per Km for loaded trip only : Area of Operation - Arunachal Pradesh)	KM	1,00,000.00
7	MANUAL SHIFTING & STAKING CHARGE PER BAG(Manual shifting & staking of chemical bags of maximum 50 Kg weight up to a distance of maximum 250 meters : Area of Operation - Assam & Arunachal Pradesh)	NO	50,000.00

4.0 The Bidder(s)/Contractor(s) must include all liabilities including statutory liabilities like daily wages, PF, EPF, ESI, Bonus, cost of uniform & safety, Insurance Premium under Group Personal Accident Policy etc. as applicable for their crews and /or in delivering services but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

4.1 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.

**E-TENDER NO. CDI0336P16**  
**PART-II (SOQ)**

4.2 The Bidder(s)/Contractor(s) shall also have to comply with the provisions of M.O.S dated 24.01.2014 wherever applicable. The M.O.S dated 24.01.2014 may be seen at the office of the Head-Contracts / Head-Transport. M.O.S dated 24.01.2014 means Memorandum of settlement (M.O.S) dated 24.01.2014 arrived during Conciliatory Proceeding on the industrial dispute raised by the Motor Worker's Union(MWU) with the Undivided Dibrugarh District Trade & Transport Contractors Association (UDDTTCA) in the presence of the Management of Oil India Limited (OIL), Duliagan.

5.0 The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following: Reimbursement / deduction on the Transportation Charge(Running Charge) per km will be applicable if the diesel price changes plus or minus 5% (five percent) over the tendered fuel cost. In such case, for every increase / decrease of fuel cost by Rs. 1/litre, the transportation charge(running charge) will increase / decrease by Rs. 0.25/KM (exclusive of Service Tax). However, the lower threshold limit of transportation charge (running charge) is limited to 0(zero).

5.1 Quoted Transportation Charges are to be inclusive of costs involved for both loaded and empty trips (reference Part-III).

6.0 Mobilisation Period:Bidder should be in a position to commence the work as per mobilization period of 30 days from the date of issue of LOA. However, the actual commencement date of the work under the agreement will be as per the work-order issued by Head-Transport only. On failure of the contractor to commence & complete the works as per the work orders, "Liquidated damage/compensation/penalty etc." will be recovered as noted Clause-12.0 of GCC, Part-III (SCC) hereof as the case may be, from the bills/ security-deposit etc.

7.0 Tenure of Agreement: Four (04) years from the date of commencement of works/ services.

8.0 Area of Operation: OIL's operational areas in Assam & Arunachal Pradesh.

9.0 The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

10.0 If desired, Company may extend the contract beyond four years at the same rates, terms & conditions and the same shall be binding on part of the contractor.

11.0 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(s)/Contractor(s) shall be required to submit the same if considered for issuance of LOA.

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

**PART - III (SPECIAL CONDITIONS OF CONTRACT: SCC)****DESCRIPTION OF WORK/ SERVICE:**

**HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.**

**PART-III: SCOPE OF WORKS, JOB REQUIREMENTS, TERMS & CONDITIONS, SPECIFICATIONS, NOTES ON PAYMENT TERMS, LIQUIDATED DAMAGE, PENALTY, ETC.**

**1.0 SCOPE OF WORKS -**

1.1 Transportation including loading, offloading and staking of various chemicals, acids, cement, etc. to various locations / installations of OIL's operational areas in Assam and Arunachal Pradesh by trucks of 10MT payload capacity as per Scope of Works detailed hereunder (reference Schedule of Works under Part-II) -

**1.1.A SCOPE OF WORKS UNDER ITEM NOS. (1) & (4) OF PART-II (SOQ) -**

(a) Services of trucks (10 MT payload capacity trucks of vintage not earlier than **01.01.2007**) with requisite manpower on every working day to carryout chemical transportation jobs against day-to-day requirements.

(b) Minimum 5(five) trucks as above everyday throughout the year during the contractual period. However, the requirement may increase from time to time based on day-to-day job requirements. Failure to comply with the same will attract liquidated damages / penalty (liquidated damages / penalty up to max. total 10 (ten) trucks).

(c) During Sundays and Holidays, the services of trucks generally will not be required and no payment will be made. Accordingly, without specific advice from Company's engineer / representative, no truck will be placed for Company's duty on Sundays and Holidays. However, in case Company requires services of the truck/s on Sundays and Holidays and contractor is unable to provide the same, applicable liquidated damages / penalty shall be levied.

**1.1.B SCOPE OF WORKS UNDER ITEM NOS. (2) & (5) OF PART-II (SOQ)-**

Loading of chemicals, acids, cement, etc. as the case may be on truck/s by deploying at least 4(four) majdoors (helpers) per truck and same has to be offloaded and stacked at the offloading site as per the direction of the Company. Loading, offloading & staking of 10(ten) MT of chemicals, acids, cement, etc. as applicable per truck and deployment of minimum 4(four) majdoors per truck for such operation will be taken as standard to complete ONE operation within reasonable time.

**1.1.C SCOPE OF WORK UNDER ITEM NOS. (3) & (6) OF PART-II (SOQ)-**

Safe transportation of chemicals, acids, cement, etc. to its destination by trucks of 10MT payload capacity through shortest pliable route within reasonable time as per the direction of the Company. Charge applicable for loaded trip only.

**1.1.D SCOPE OF WORK UNDER ITEM NOS. (7) OF PART-II (SOQ)-**

Manual shifting including staking of chemicals bags from one place to another (max. 50 Kg weight per bag and up to a distance of max. 250 meters) by deploying adequate number of personnel to complete the job within stipulated time period as directed/decided by Company's engineer / representative. [This job is additional to various jobs defined under Scope of Works Para- 1.1.A to 1.1.C above to meet emergency requirement of manual shifting/staking of chemicals, cement, etc. as & when required.]

**1.1.E** For transportation to areas in Arunachal Pradesh, if offloading cannot be carried out on the same day/at night and overnight stay is required in Arunachal Pradesh, contractor shall have to make his/her own arrangements for such stay of his/her truck & crew members, and no additional payment shall be made towards such arrangements.

## **2.0 JOB REQUIREMENTS, TERMS & CONDITIONS -**

2.1 The contractor shall provide services of minimum 5(five) trucks of 10 MT payload capacity (vintage not earlier than **01.01.2007**) with 4(four) helpers per truck every working day. However, the requirement may increase from time to time based on day-to-day job requirements. The contractor will provide the additional requirement within 24 (twenty-four) hours notice.

2.2 During Sundays and Holidays, the services of trucks generally will not be required and accordingly without specific advice from Company's engineer / representative, placement of trucks on Sundays and Holidays will not be allowed and no payment will be made. Regarding requirements of the trucks on such instances, the contractor shall effectively liaise with Company's engineer / representative.

2.3 Services under this contract shall be utilised for transportation including loading, offloading and staking of various chemicals, acids, cement, etc. (all termed as chemicals henceforth hereunder) to various locations/installations of OIL's operational areas in Assam and Arunachal Pradesh.

2.4 It shall be the contractor's job & responsibility for safe loading of chemicals on truck/s and same has to be offloaded and stacked at the offloading site as per the direction of the Company. For the purpose, minimum 4(four) helpers per truck have to be engaged. Loading, offloading & staking of 10(ten) MT of chemicals per truck and deployment of minimum 4(four) helpers per truck will be taken as standard to complete ONE operation within reasonable time. [Accordingly, the crew for each truck shall comprise of 1(one) HMV driver and minimum 4(four) helpers (majdoors)].

2.5 The Transportation Charges [Item Nos. **(3) & (6)** of PART-II] shall be applicable for loaded trip through shortest pliable route within reasonable time as per the direction of the Company. However, transportation involving less than 1 Km will be treated as 1 Km for payment purpose.

2.6 The loading point for the trucks shall normally be Industrial Area (Materials Godown) / New Industrial Area, Duliajan. However, in case the loading point is other than Industrial Area / New Industrial Area, the Transportation Charge shall be payable for half of the total Kms of the round trip considering the commencement & the end of transportation both at Industrial Area, Duliajan.

2.7 Each truck will be loaded to its capacity of 10(ten) MT. Even in case the payload capacity of the trucks provided by the contractor is/are more than 10(ten) MT, the trucks will be given only 10(ten) MT load as envisaged in this contract.

2.8 Once loaded, the truck shall transport and deliver the chemicals at the destination point (offloading site) same day or by next day as decided by Company's engineer / representative depending upon the distance and time of loading.

2.9 Depending upon the distance and time of loading, a truck may be required to halt overnight at any station (including in Arunachal Pradesh), but no additional halting charges will be payable. In such an event, the contractor shall have to arrange his/her own accommodation, expenditure, etc. for his / her truck & crew members.



2.10 The contractor has to deploy the trucks for its optimum utilization. If the job to be executed is for a short distance of loading/offloading points, the contractor will have to deploy the truck/s for more number of trips for the day so that the trucks are optimally used. The optimum use of trucks will be determined by Company's engineer / representative by taking into account all factors viz., distance, time for loading/offloading etc. Accordingly, after completing the job/s allocated on any particular day, the trucks shall report to Company's engineer / representative for further instruction/job for the day. Any lapse on this part will attract reduced payment and penalty as detailed in Para. 6.0 hereunder.

2.11 For any breakdown of truck/s, the contractor must replace the same with any other suitable truck/s for which no additional payment will be made.

2.12 The contractor shall not deploy additional truck/s on his/her own without getting advice from the Company's engineer / representative.

2.13 The contractor shall have to arrange all necessary tools & tackles, binding rope, tarpaulins (minimum two numbers of adequate size), etc. required for safe transportation of chemicals. Company's engineer / representative will have the power to reject any of these items, if found not suitable for use.

2.14 Each & every truck unit engaged under the contract agreement must be well painted and well maintained.

2.15 For manual shifting and staking of chemicals bags from one place to another (max. 50 Kg weight per bag and up to a distance of max. 250 meters) contractor shall depute adequate number of personnel to complete the job within stipulated time period as directed/decided by Company's engineer / representative.

2.16 The contractor shall follow the time schedule as decided by Company's engineer / representative. In case of delay in providing the services, liquidated damages / penalty will be levied as per clauses of the agreement.

2.17 The contractor will have to engage skilled supervisory staff for supervising the assigned jobs and also for necessary liaising with Company's engineer / representative. The supervisory staff shall report to Company's engineer / representative at 7.00 AM, 11.00 AM, 1.00 PM & 3.30 PM everyday and/or as & when required for taking instructions.

2.18 The contractor shall provide all necessary Personal Protective Equipment (PPE) to the crew members engaged in the trucks as well as engaged for manual shifting of chemicals.

### **3.0 DETAILS OF TRUCK UNITS -**

(a) VINTAGE: Not more (earlier) than **01.01.2007**.

(b) Truck unit of minimum 10 MT payload capacity with GVW of minimum 15,000 kg (viz. Tata 1613, Ashok Leyland 1613, etc. or any other make & model of truck unit with 10MT payload capacity and having GVW of minimum 15,000 kg).

(c) Rear loading platform with side boards (dallas - front, rear and sides).

(d) All standard lightings, fittings & accessories as per Motor Vehicle Act, two large Rear View Mirrors, First Aid Box, Fire Extinguisher, Spare Wheel, Towing Hook, Reversing Alarm, etc.

(e) All necessary tools & tackles, binding rope, tarpaulins (minimum two numbers of adequate size), etc. required for safe transportation of chemicals (all - chemicals, acids, cement, etc.).

#### **4.0 INSPECTION -**

(a) Each truck unit will be duly inspected / tested by the Company before commencement of jobs under this contract agreement. Any new unit placed subsequently may also be inspected / tested as necessary before accepting for operation. Such inspections/tests shall be carried out entirely at contractor's risk & responsibility. Any unit found deficient or defective in any manner will not be accepted until such deficiency is completely rectified to the satisfaction of the Company's engineer / representative.

(b) In addition to inspection as above, each truck unit may be inspected as & when considered necessary during the tenure of the contract.

(c) During each inspection, all statutory certificates as per MV Act viz. Registration, Pollution, Fitness, Permits, Driver's License, Insurance certificates, etc. are to be produced in original for verification. In case of ambiguity regarding vintage of any truck unit, Company may get it verified from competent authority/OEM.

#### **5.0 OTHERS COMPLIANCES -**

5.1 Any loss / damage/ pilferage of materials during handling /shifting / transportation will be on contractor's account and Company will recover the cost of such damages as decided by the Company's engineer / representative from the bills of the contractor. This will be without any prejudice to any other recourse the Company may have or exercise against the contractor.

5.2 The contractor shall pay compensation for any type of damage and will be responsible to promptly sort out all types of such disputes pertaining to injury/compensation, payment etc. with his personnel/crew engaged for the trucks as well as engaged for manual shifting of chemicals. Company shall not be responsible under any circumstances for any such claim/compensation that arises due to damages/injury to the contractor's trucks, property, crew members, staff, personnel, etc.

5.3 The truck engaged / services provided shall be free from all financial/legal complications & encumbrances and should there be any interruption in Company's jobs due to such complications, contractor shall compensate the loss incurred to the Company as decided by the Company.

5.4 It shall be solely the contractor's responsibility to fulfil all the legal formalities for his/her truck units & crew to ply in Dibrugarh, Tinsukia & Sivasagar district as well as in any other districts of Assam & Arunachal Pradesh as necessary. Each truck unit must have valid Registration, Pollution, Fitness, Permits, Insurance certificates as per applicable Motor vehicle Act. It shall also be the contractor's responsibility to procure and renew the necessary permits required for his crew and truck units to enter and work in Arunachal Pradesh. The driver of truck unit shall possess valid Driving Licence (Heavy).

5.5 Each & every truck unit engaged under the contract agreement must be well maintained for safety of all concerned. Any truck found to be not safe and suitable to carry chemicals shall not be accepted. Company's engineer / representative shall be the competent person to accept/reject such truck/s.

5.6 The contractor will be responsible and bear all the expenditure towards compliance of all statutory taxes / fees / premium etc. related to the transportation services as defined under Applicable Law of Part-I of the agreement during the contractual period. Any default in compliance will be the responsibility of the contractor. The contractor shall also ensure strict adherence to all statutory norms under various labour and other laws as applicable for the services rendered against the contract agreement.

5.7 It will be entirely the responsibility of the contractor to ensure strict adherence to all safety measures during handling, shifting & transportation and safety of the crew members engaged by him/her. The contractor shall ensure that while carrying out the jobs, all safety norms are followed. Special care has to be taken while handling acid jars. It will be obligatory on the part of the contractor to comply with any additional safety requirements for such job as desired by the Company. An undertaking of safety measures to be adopted has to be given before the commencement of jobs under this contract agreement. The format for such declaration is available in OIL's Contracts Department.

5.8 The contractor shall provide all necessary Personal Protective Equipment (PPE) to the crew members engaged in the trucks as well as engaged for manual shifting of chemicals and shall ensure that they regularly use the PPE as per requirements of Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the members is found without PPE, the respective truck and/or the member, as the case may be, will not be allowed to work and same will be treated as non-availability and accordingly shall attract penalty. In case the contractor has any problem in supplying Safety Boots, Safety Helmet etc. under PPE to the crew members, he/she may request Company to supply the same on chargeable basis.

5.9 Only adult physically fit persons shall be employed and in no case, minor or adolescent workers will be allowed to work as crew member/staff. Decision of Company's engineer / representative as to the competency & suitability of any such member engaged by the contractor shall be final and binding on the contractor.

5.10 The crew shall refrain from smoking or carry any inflammable substance at any Company's installations.

5.11 All crew members/staff must be in physically and mentally fit condition and shall not be under influence of intoxication of any type while on duty. The crew engaged in the trucks shall have to comply with all the requirements as provided in the Motor Vehicle Act and the Rules framed there under.

5.12 The crew members/staff engaged by the contractor should be suitably trained on Safe Material Handling Practices. They may be required to undergo Mines Vocational Training arranged by the Company and contractor shall have no objection to it. Similarly, if Company arranges safety classes / training for the crew members, the contractor will not have any objection to such classes / training.

5.13 Company's engineer / representative may issue to the contractor from time to time various instructions as shall be necessary for the purpose of proper & adequate transportation/job completion and the contractor shall be bound by the same. Company's engineer / representative may refuse services upon non-compliance of the same.

5.14 The contractor shall ensure that his/her crew members follow the instruction of the Company's Engineer / Junior Engineer / representative present at site. The crew members shall also not refuse to follow any instruction on safe operation/handling given by Company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer.

5.15 The contractor shall not refuse to operate his/her trucks in slushy, muddy, and underfoot plinth conditions prevailing in oilfield areas, if Company's engineer / representative certifies the condition of plinth.

## **6.0 NOTES ON PAYMENT TERMS, LIQUIDATED DAMAGE (LD), PENALTY, ETC.-**

6.1 In case services of minimum 5(five) trucks are not provided on any day, Company shall levy liquidated damages / penalty twice the amount of DAY CHARGE under Item Nos. **(1) & (4)** of Part-II as applicable for each truck not provided per day. Similarly, if there is a requirement of more than 5(five) trucks based on day-to-day job requirements and same is not provided by the contractor, Company shall levy liquidated damages / penalty as above for each truck not provided per day up to a maximum of 5(five) additional trucks (i.e. liquidated damages / penalty up to a maximum total of 10 (ten) trucks).

6.2 In the event of placement up to 5(five) trucks by the contractor but services are not utilized by the Company, a standby rate @ 80% (eighty percent) of the DAY CHARGE under Item Nos. **(1) & (4)** of Part-II as applicable for each truck not utilised shall be paid to the contractor.

6.3 In the event of Company has asked the contractor to provide more than 5(five) trucks on any day but the services of the same are not utilized by the Company, standby rate as per Para 6.2 above for each truck not utilised shall be paid to the contractor.

6.4 The TRANSPORTATION CHARGE shall be applicable for loaded trip only through shortest pliable route. However, transportation involving less than 1 Km will be treated as 1 Km for payment purpose.

6.5 The loading point for the trucks shall normally be Industrial Area (Materials Godown) / New Industrial Area, Duliajan. However, in case the loading point is other than Industrial Area / New Industrial Area, the TRANSPORTATION CHARGES [Item Nos. **(3) & (6)** of PART-II] shall be payable for half of the total Kms of the round trip considering the commencement & the end of transportation both at Industrial Area, Duliajan.

6.6 Once loaded, the truck shall transport and deliver the materials at the destination point (offloading site) same day or by next day as decided by Company engineer / representative depending upon the distance and time of loading. In case only loading is done on the day of loading to deliver the materials on the next day/s, only @ 80% (eighty percent) of the DAY CHARGE for the loading day shall be payable, provided no other transportation job is carried out on the loading day by the particular truck against which DAY CHARGE is already payable.

6.7 In case contractor fails to deliver the materials within the stipulated time/day due to faults on their part (contractor's part), only @ 80% (eighty percent) of the DAY CHARGE for the day/s shall be payable i.e. 20% (twenty percent) of DAY CHARGE shall be deducted as liquidated damages / penalty and no additional DAY CHARGE shall be payable for the extended delivery period. However, for operational requirement if a loaded truck is NOT ALLOWED by Company to offload at the destination point even after reaching the destination point in time, DAY CHARGE shall be payable in full and delivery time shall be extended suitably. Any delay because of accident / shutdown of trucks during operation due to fault on contractor's part shall not be under the purview of this clause and same delay shall be on contractor's account only. The decision of Company's engineer / representative in this regard will be final and binding on the contractor.

6.8 In case a loaded truck cannot be offloaded because of situations beyond the control of the Company / contractor and the truck remains loaded on subsequent day/s and cannot be utilised for other jobs, a standby rate @ 80% (eighty percent) of the DAY CHARGE shall be paid to the contractor for such subsequent day/s.

6.9 In all above cases under Para. 6.6 to 6.8, the LOADING-OFFLOADING CHARGE [Item Nos. **(4) & (5)** of PART-II as applicable] shall be payable for 1(one) time only.

6.10 In case of interstate transportation, rates for Arunachal Pradesh (**Item Nos. 4, 5 & 6 as applicable**) will be applicable.

6.11 In absence of pliable bridge, Ferry charges on actual will be payable against submission of the Ferry Challan in original and on certification of Company's engineer / representative.

6.12 In case the trucks provided by the contractor fail to carry/transfer the requisite quantity of 10 MT, the contractor shall be paid proportionately the DAY CHARGE and the LOADING-OFFLOADING CHARGE (**Item SI. Nos. 1 & 2 or 4 & 5** of Part-II as applicable) for the quantity carried/transferred and liquidated damages / penalty @ 15% (Fifteen percent) of above two charges shall be levied against the balance quantity.

6.13 If the contractor is advised to report to an installation/godown/location other than Industrial Area / New Industrial Area, Duliajan for transportation of material either to Duliajan or to other installation/godown/location, but no loading is allowed for any reasons other than contractor's fault, the DAY CHARGE shall be payable in full even if no further transportation job could be carried out by the particular truck on that day. However, TRANSPORTATION CHARGE shall be payable for one way journey only and no LOADING-OFFLOADING CHARGE shall be paid.

6.14 If the contractor fails to provide manual shifting & staking service (**Item No. 7** of Part-II) on any particular day against the requirement of the Company, the liquidated damages / penalty will be levied twice the amount of the rate for the particular service for the day not provided. Similarly, in case of delay in carrying out jobs beyond the time limits specified by the Company's engineer / representative for a particular manual shifting and staking service, liquidated damages / penalty up to a maximum of 10% (ten percent) of the total charges payable against the particular service may be levied at the discretion of the Company. The decision of Company's engineer / representative in this regard will be final and binding on the contractor.

6.15 The contractor shall be made responsible for damage / loss to Company's materials while handling / transportation. In case of un-repairable damage or loss, the actual replacement cost of the materials plus additional amount up to 10% (Ten percent) of the replacement cost shall be charged to the contractor depending on the importance. In case of partial damage, the actual repairing cost of the materials plus an additional amount up to 10% (ten percent) of the repairing cost shall be charged to the contractor. The decision of Company's engineer / representative in this regard will be final and binding on the contractor.

6.16 Except the rates detailed in Part-II and above, and escalation/reduction in the same due to change in fuel price, as applicable, no other charges, whatsoever may be, shall be payable to the contractor during the currency of the contract.

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN**

Schedule of company's Plants, Materials and Equipments

**Not Applicable for this tender.**

TO,  
HEAD-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service:

**HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.**

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

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

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

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



9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

**UNDERTAKING (TO BE FILLED BY THE BIDDER)**  
**ANNEXURE-C (TO BE SUBMITTED ALONG WITH THE UN-PRICED TECHNO-**  
**COMMERCIAL BID)**  
**REF. BRC CLAUSE NO.1.1.4**

**TO,**  
**HEAD-CONTRACTS**  
**OIL INDIA LIMITED**  
**DULIAJAN**

**Sub: Declaration.**  
**Tender No. CDI0336P16**

Dear Sir,

With reference to above noted tender, I/We hereby confirm that if the contract under the above tender is awarded to me/us, I/We would engage requisite number of truck units as per specification, model, vintage etc. and carryout the jobs strictly as per the tendered specifications and all other terms & conditions.

I/We give below the Registration No. along with make, model & vintage of 03(three) truck units that are registered in my/our name. Registration Certificates, Insurance Certificates, Permits of each truck unit are submitted along with the Un-Priced Techno-Commercial Bid as evidence.

Sl. No.	Registration No.	Make	Model	Vintage (Year of Manufacture)
1				
2				
3				

I/We further confirm that I/We shall carryout the jobs strictly as per specifications, terms & conditions of the tender.

Yours faithfully,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

For M/S. \_\_\_\_\_

Address: \_\_\_\_\_

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

**STATEMENT OF NON-COMPLIANCE**  
**(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

**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 technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

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

**BID FORM**

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

**Sub: IFB No. CDI0336P16**

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:**

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

LETTER OF AUTHORITY

TO,  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM- 786 602

Sir,

Sub: IFB No. CDI0336P16

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 OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.**

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

Yours Faithfully,

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

For & on behalf of: \_\_\_\_\_

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a competent person to bind such Bidder.

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

To,  
M/s. OIL INDIA LIMITED  
For 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. **CDI0336P16**. 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.1,89,000/- (Rupees One Lakh Eighty 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 (**31/10/2016**) 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.1,89,000/- (Rupees One Lakh Eighty Nine Thousand Only)**. This Bank Guarantee shall be valid only up to **31/10/2016**.
- (ii) 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 **31/10/2016**.

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 **31/10/2016**.

**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.**

**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. CDI0336P16 (HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED)**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 - Commitments of the Principal**

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

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

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

**Section 2 - Commitments of the Bidder/Contractor**

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

Contractor

Company



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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

Contractor

Company

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

**Section 4 - Compensation for Damages**

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

**Section 5 - Previous transgression**

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

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

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

Contractor

Company

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

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

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

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

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

**Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

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For the Bidder/Contractor

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For the Principal

Witness 1: .....

Place: Duliajan

Witness 2: .....

Date: \_\_\_\_\_

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

Company

**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): \_\_\_\_\_

**E-TENDER NO. CDI0336P16  
PRICE BID FORMAT**

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

**PRICE BID FORMAT**

**IFB NO. CDI0336P16**

<b>Name of Bidder</b>	
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**1.0 Description of Service: HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STAKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS, EXTENDABLE BY 1(ONE) YEAR, IF REQUIRED.**

**2.0 Tendered fuel (HSD) cost: Rs.45.10/- per litre**

**3.0 Schedule of Work, Unit and Quantity, Rates:**

Item No.	Description of Service	Unit of Measurement (UOM)	Quantity	Rate (Rs.) To quote by the Bidder	Item Total
A	B	C	D	E	F=ExD
1	DAY CHARGE PER TRUCK (Day Charge per truck of 10MT payload capacity : Area of Operation - Assam)	NO	12,000.00		0.00
2	LOADING-OFFLOADING CHARGE PER TRUCK (Manual loading, unloading & staking of chemicals per truck load of 10 MT : Area of Operation - Assam)	NO	12,000.00		0.00
3	TRANSPORTATION CHARGE (RUNNING CHARGE) Transportation charge (running charge) per Km for loaded trip only : Area of Operation Assam)	KM	8,00,000.00		0.00
4	DAY CHARGE PER TRUCK (Day Charge per truck of 10MT payload capacity : Area of Operation - Arunachal Pradesh)	NO	1,000.00		0.00
5	LOADING-OFFLOADING CHARGE PER TRUCK (Manual loading, unloading & staking of chemicals per truck load of 10 MT : Area of Operation - Arunachal Pradesh)	NO	1,000.00		0.00
6	TRANSPORTATION CHARGE (RUNNING CHARGE) (Transportation charge (running charge) per Km for loaded trip only : Area of Operation Arunachal Pradesh)	KM	1,00,000.00		0.00
7	MANUAL SHIFTING & STAKING CHARGE PER BAG(Manual shifting & staking of chemical bags of maximum 50 Kg weight up to a distance of maximum 250 meters : Area of Operation - Assam & Arunachal Pradesh)	NO	50,000.00		0.00
<b>Total Bid Price</b>				<b>Rs.</b>	<b>0.00</b>

4.0 The Bidder(s)/Contractor(s) must include all liabilities including statutory liabilities like daily wages, PF, EPF, ESI, Bonus, cost of uniform & safety, Insurance Premium under Group Personal Accident Policy etc. as applicable for their crews and /or in delivering services but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

4.1 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.

4.2 The Bidder(s)/Contractor(s) shall also have to comply with the provisions of M.O.S dated 24.01.2014 wherever applicable. The M.O.S dated 24.01.2014 may be seen at the office of the Head-Contracts / Head-Transport. M.O.S dated 24.01.2014 means Memorandum of settlement (M.O.S) dated 24.01.2014 arrived during Conciliatory Proceeding on the industrial dispute raised by the Motor Worker's Union(MWU) with the Undivided Dibrugarh District Trade & Transport Contractors Association (UDDTTCA) in the presence of the Management of Oil India Limited (OIL), Duliajan.

5.0 The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following: Reimbursement / deduction on the Transportation Charge(Running Charge) per km will be applicable if the diesel price changes plus or minus 5% (five percent) over the tendered fuel cost. In such case, for every increase / decrease of fuel cost by Rs. 1/litre, the transportation charge(running charge) will increase / decrease by Rs. 0.25/KM (exclusive of Service Tax). However, the lower threshold limit of transportation charge (running charge) is limited to 0(zero).

5.1 Quoted Transportation Charges are to be inclusive of costs involved for both loaded and empty trips (reference Part-III).

6.0 Mobilisation Period: Bidder should be in a position to commence the work as per mobilization period of 30 days from the date of issue of LOA. However, the actual commencement date of the work under the agreement will be as per the work-order issued by Head-Transport only. On failure of the contractor to commence & complete the works as per the work orders, "Liquidated damage/compensation/penalty etc." will be recovered as noted Clause-12.0 of GCC, Part-III (SCC) hereof as the case may be, from the bills/ security-deposit etc.

7.0 Tenure of Agreement: Four (04) years from the date of commencement of works/ services.

8.0 Area of Operation: OIL's operational areas in Assam & Arunachal Pradesh.

9.0 The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

10.0 If desired, Company may extend the contract beyond four years at the same rates, terms & conditions and the same shall be binding on part of the contractor.

11.0 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(s)/Contractor(s) shall be required to submit the same if considered for issuance of LOA.