

**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 works / services:

IFB No.	CDI1871P17
Description of Work / Service	HIRING OF SERVICES FOR LOADING, TRANSPORTATION AND OFF-LOADING OF OIL WELL CEMENT AT VARIOUS DRILLING/ WORKOVER WELLS UNDER OIL'S OPERATIONAL AREAS OF ASSAM & ARUNACHAL PRADESH.
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Document	29.07.2016 TO 23.08.2016 (up to 15:30 HRS)
Bid Closing / Opening Date & Time	30.08.2016 (11:00 HRS / 14:00 HRS : Server Time)
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the DGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	Rs. 1,000.00
Bid Security (EMD)	<p>Rs. 5,62,000.00</p> <p>The Bid Security should be in the form of a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 150 days from the date of Technical bid opening) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E-procurement portal through the online payment gateway.</p> <p>Notes:</p> <p>a. 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 DGM-Contracts (HoD) <u>on or before Bid Closing date and time.</u></p> <p>b. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>

2.0 For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of crossed "Payee Account only" Bank Draft/Banker's Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **DGM-Contracts(HoD), Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document. Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E-procurement portal.

2.1 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must 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.: CDI1871P17

Description of Work / Services: Hiring of Services for loading, transportation and off-loading of Oil well cement

2.2 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL's e-tender prior to this tender.

3.0 No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request

E-TENDER NO. CDI1871P17

for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

4.0 EXEMPTION OF TENDER FEE:

4.1 Micro and Small Enterprises (MSEs) 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 are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Govt. Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

4.2 In case of MSEs/CPSUs/ Govt. Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

5.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

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

5.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

6.0 Details of process for submission of Tenders Fees & Bid Security (EMD) 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>).

7.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (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 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: 27.07.2016

DGM-CONTRACTS(HoD)
FOR RESIDENT CHIEF EXECUTIVE

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

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:

DESCRIPTION OF WORK/ SERVICE:

HIRING OF SERVICES FOR LOADING, TRANSPORTATION AND OFF-LOADING OF OIL WELL CEMENT AT VARIOUS DRILLING/ WORKOVER WELLS UNDER OIL'S OPERATIONAL AREAS OF ASSAM & ARUNACHAL PRADESH.

CONTRACT PERIOD: 04 (Four) years with a provision for extension by another 01(One) year

BID SECURITY: Rs. 5,62,000.00 (Rupees Five Lakhs Sixty Two Thousand only)

BID CLOSING/ OPENING DATE & TIME : **30.08.2016** (11:00 HRS/14:00 HRS)

a) **Bid Security** deposited vide On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee

No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should reach the office of DGM-Contracts(HoD), OIL, DULIAJAN on or before bid closing date & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 10% of annualized contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

DGM-CONTRACTS(HoD)
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN – 786602
ASSAM

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 150 days from the date of opening of Technical Bid)** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit (except from those exempted) in the manner specified above will be summarily rejected.**

3.0 **Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the DGM-Contracts(HoD) in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

The bid and all uploaded documents must be Digitally signed using **"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.*

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 120 (One hundred & twenty) days from the date of Technical bid opening.

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

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

10.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of

affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

10.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

14.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

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

16.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

18.0 **The tender will be governed by:**

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part-I - General Conditions of Contract (GCC)

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

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Annexures, Exhibits & Proformas

SPECIAL NOTE:

Please note that all tender forms (Forwarding Letter, BEC-BRC – Bid Evaluation Criteria & Bid Rejection Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed

envelope super scribed with Tender No. and due date to The DGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan- 786602.

a) ORIGINAL BID SECURITY (Only 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 should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's DGM-Contracts(HoD)'s office at Duliajan on or before the bid closing date & time failing which the bid shall be rejected.

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

19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

20.0 In Technical Bid opening, only "Technical RFx" Tab Page will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under "Technical RFx Response" Tab Page only. No price should be given under Technical RFx; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) 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.

21.0 The Integrity Pact is applicable against this tender:

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

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

22.0 SCREEN SHOTS:

Display RFX Response:

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

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

RFX Response Number 60006452 RFX Number TEST2 Status Submitted 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 4

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

Function	Number	Name	Valid fr
The table does not contain any data			

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

Edit RFX Response:

BID ON “EDIT” MODE

Area for uploading Un-Priced Techno-Commercial Bid*

Area for uploading Priced Bid**

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 5

Notes and Attachments

Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification

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

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

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

**IFB NO. CDI1871P17
INSTRUCTION TO BIDDERS**

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

2.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BRC/BEC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal).
- k) Annexures, Exhibits & Proformas

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS

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

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

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact.

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

(B) PRICED BID:

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

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

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 120 (One hundred & twenty) days from the date of opening of the tender.

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

7.0 FORMAT AND SIGNING OF BID:

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

8.0 SUBMISSION OF BIDS:

8.1 Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3 with organizations Name” digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

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.

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 is not of “Class-3 with organization name”, the bid will be rejected.

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

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

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

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

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

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

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

9.3 The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” on or before the bid closing date & time. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

10.0 LATE BIDS:

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

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

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

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

13.0 BID OPENING AND EVALUATION:

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

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.

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

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

13.3 Bids which have been withdrawn pursuant to Clause 11.1 will not be allowed to be opened by the system. 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.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

13.5 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.

13.6 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.

13.7 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.

13.8 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.

14.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

15.0 CONTACTING THE COMPANY:

15.1 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 13.5.

15.2 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.

16.0 AWARD CRITERIA:

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

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

17.1 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.

18.0 NOTIFICATION OF AWARD:

18.1 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.

19.0 SIGNING OF CONTRACT:

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

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

19.3 This Performance Security must be valid for 90 days beyond contract period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor after 90 days beyond contract period, 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.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax (if applicable) 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

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15.0 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 15.0 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 15.0% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**1.0 BID EVALUATION CRITERIA (BEC) -**

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

1.1 Technical: The bidder should confirm to offer brand new Carrier Chassis for Transportation Silos and the silos should have a capacity of 500 (five hundred) cft each. The bidder's declaration to this effect is to be submitted along with the bid. However, the relevant document supporting the possession of the brand new Carrier Chassis for transportation silos is to be submitted prior to mobilization of the Transportation Silos.

1.2 Experience: Bidder should have Experience of at least one SIMILAR work of minimum **Rs. 35,13,000.00 (Rupees Thirty Five Lakhs Thirteen Thousand only)** during last 07 (seven) years reckoned from the original bid closing date.

Notes to BEC Clause 1.2 above:

1. "SIMILAR work" mentioned above means Experience in Bulk Transportation of Oil Well Cement to Drilling/Workover Wells.
2. For proof of requisite experience, the following documents/photocopies must be submitted along with the bid:-
 - (a) Documents establishing the experience in last 07(Seven) years in the specific field of operation in drilling/workover oil/gas wells.
3. A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
4. If the prospective bidder is executing SIMILAR work which is still running and the contract value executed as on the original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken in to consideration provided that the bidder has submitted satisfactory service execution certificate issued by end user.

1.3 Financial:

- (a) Annual Financial Turnover of the bidder during any of preceding 3 financial / accounting years from the original bid closing date should be at least **Rs 21,08,000.00 (Rupees Twenty One Lakhs Eight Thousand only)**.
- (b) Net Worth of the bidder must be Positive for the preceding financial / accounting year.

Notes to BEC Clause 1.3 above:

- A. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-
 - (i) Audited Balance Sheet along with Profit & Loss account.
OR
 - (ii) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-VII**.
- B. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2015-16 has actually not been audited so far'.

1.4 Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

1.5 Bidders are required to quote for all the items as per Price Bid Format. In case it is observed that any bidder has not quoted for any item in the Price Bid Format, the quoted price for the purpose of evaluation shall be considered as “ZERO”. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in overall quoted bid price and the same will be binding on the lowest evaluated bidder.

1.6 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding Service Tax as per Price Bid Format for four years as follows -.

$$\text{Total cost of Contract (T)} = M + (\text{RT} \times 48 \text{ months}) + (\text{TR} \times 20,16,000 \text{ TKM})$$

Where,

M = Mobilization Charge, Lumpsum

RT = Equipment Rental Charge per month

TR = Transportation Charge, Per MT Per kilometer .

1.7 The evaluated Contract Value of the bidders shall include total value including material and services, inclusive of all taxes, duties, levies etc. (but excluding Service Tax) as applicable under this contract.

1.8 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

1.9 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

1.10 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

1.11 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

1.12 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.

2.0 BID REJECTION CRITERIA (BRC) -

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.

2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

2.3 Bid security (except those exempted) shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.

2.4 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.

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

2.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

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

2.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

2.11 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.

2.12 Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

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

3.0 GENERAL -

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

3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be evaluated based on the submission.. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

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

3.5 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.

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

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

DESCRIPTION OF WORK/SERVICES:-

**HIRING OF SERVICES FOR LOADING, TRANSPORTATION AND OFF-LOADING
OF OIL WELL CEMENT AT VARIOUS DRILLING/ WORKOVER WELLS UNDER OIL'S
OPERATIONAL AREAS OF ASSAM & ARUNACHAL PRADESH.**

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at Assam & Arunachal Pradesh.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be initially for a period of **4 (four) years** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (the Contract price) is ₹ _____ *(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)* (₹ _____ only) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

19.1 GENERAL OBLIGATIONS OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. Special Conditions

~~a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.~~

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

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

21. ARBITRATION:

21.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):

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

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

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

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

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

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

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

f) Parties agree that neither shall be entitled for any pre-reference or 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 **Duliajan, Assam**. 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.

21.2 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 21.1 & 21.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

22. FORCE MAJEURE:

In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term force majeure as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but later than 72 (Seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

If deliveries is of bought out items and/or works to be executed by the contractor are suspended by force majeure conditions lasting more than 2 (Two) months, either party shall have the option.

23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25. 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)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION / COMPLETION OF WORKS AND SERVICES

In normal case of works /service contracts, if the delay in mobilization / completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

28.0 SUBCONTRACTING:

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

29.0 MISCELLANEOUS PROVISIONS:

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

30.0 LIABILITY:

30.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

30.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

30.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

30.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

30.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

30.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

30.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when
such loss or damage or liabilities arises out of or in connection with the performance of the contract.

30.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

30.9 LIMITATION OF LIABILITY:

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

31.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

32.0 INDEMNITY AGREEMENT:

32.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

32.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

33.0 APPLICABLE LAW:

33.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

33.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

34.0 **TAXES:** Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

34.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

35.0 **SUBSEQUENTLY ENACTED LAWS:** In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.

The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

Contractor

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Company

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

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

DESCRIPTION OF WORK/ SERVICE: HIRING OF SERVICES FOR LOADING, TRANSPORTATION AND OFF-LOADING OF OIL WELL CEMENT AT VARIOUS DRILLING/ WORKOVER WELLS UNDER OIL'S OPERATIONAL AREAS OF ASSAM & ARUNACHAL PRADESH.

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

Item No.	Description of Services	UOM	Quantity
10	MOBILISATION CHARGE	LUPMSUM	3
20	EQUIPT. RENTAL (FIXED) CHARGE	LUPMSUM	48
30	TRANSPORTATION CHARGE (Ton-Km)	METRICTONNE-KM	2016000

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.
3. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
4. Mobilization charges should not exceed 10% of the total evaluated charges of the contract. However, Mobilization charges if quoted in excess of 10% of the total estimated contract cost, the excess amount shall be paid at the end of the contract.
5. Mobilisation Period: Within 90 (Ninety) days from the date of issue of Letter of Award (LOA).
6. Tenure of Agreement: 04 (Four) years with a provision for extension by another 01(One) year
7. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

1.0 DEFINITIONS / TERMS:

The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise requires.

1.1 “OIL” means OIL INDIA LIMITED (OIL) / OPERATOR

1.2 “OIL/Operator” means the person or persons appointed and approved in writing from time to time by the Operator to act on its behalf for overall co-ordination and project management at site.

1.3 “Engineer” means the person or persons/agencies appointed from time to time by the Operator to act on its behalf to the extent so authorized and notified in writing to the Contractor.

1.4 “Engineer’s Representative” means any resident engineer or assistant of the engineer appointed by the Operator to perform the duties set out in Article whose authority is notified in writing to the Contractor by the Engineer.

1.5 “Site” means the lands/location specified by the operator under in or through which the operations are to be carried out, for the purposes of the contract together with any other places designated in the contract as forming part of the site.

1.6 “Commencement Date” means the date in which the operation under this contract taken charge of by the Contractor (applicable in case of delay in mobilization only, otherwise as per Clause 2.0).

1.7 “Guarantee” means the period and other conditions governing the warranty/guarantee in respect of the works.

1.8 “Contractor’s Representative” means such person or persons duly appointed at the site by the Contractor in writing delegating authority to act on behalf of the Contractor in matters related to the work.

1.9 “OIL’s items” means the equipment and services which are to be provided by OIL or Contractor at the expense of OIL.

1.10 “Contractor’s items” means the equipment and services which are to be provided by contractor at the expense of the Contractor.

1.11 “Mobilization of the Contractor” means deployment of all the specified equipment with truck / crew by the Contractor to begin work for the first designated site.

1.12 “Demobilization of the Contractor” means removal of all the specified equipment with truck / crew from the base camp by the Contractor after completion of the services.

1.13 “Specification” means those specifications of the work relating to the industry standards and codes, work performance, quality and the specifications affecting the works and performance of the work detailed in the specifications of this contract.

1.14 “Day” means a calendar day of twenty four (24) consecutive hours beginning at 00:00 hours (midnight) and ending at 2400 hours (midnight) following, as referred to local time at site.

1.15 “Third party” means any group, corporation, person or persons who may be engaged in activity associated with the work specified but who shall remain at arm’s length from the work and who shall not have a direct responsibility or authority under the terms of the contract.

1.16 “Work” means all the work to be performed by Contractor under this Agreement.

1.17 “Facility” means all properties of the Operator owned or hired which is or will be a part of the Operator’s well site.

1.18 “Contract price” means the sum or sums agreed to pay by the Operator as consideration for the work performed by the Contractor in the contract subject to any conditions thereto or deductions therefrom which may be made under the provisions of the contract.

1.19 “Certificate of Completion” means certificate issued by OIL to the Contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by OIL.

1.20 “OIL’s base” means Duliajan or subsequently changed place from where the cement is to be supplied /transported to the well site (Locations)

1.21 Base camp set up / accommodation: Contractor has to arrange their own accommodation.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT:

2.1 The contract shall become effective as on the date OIL notifies contractor in writing that the contract has been awarded.

2.2 Commencement date: The date on which mobilization is complete i.e the contractor’s personnel along with necessary tools, transport silos /equipments etc. arrive at Duliajan and certified by Company’s Personnel, will be the commencement date of the contract. Mobilization of contractor’s personnel and equipment at Duliajan shall be completed within 90 days of issuance of L.O.A.

2.3 The contract shall be initially for a period (primary term) of 4 (four) years from date of commencement of the contract with an option to OIL to extend the contract period for another 1 (one) year at the same rates, terms and conditions.

3.0 DUTIES & POWERS:

3.1 OIL/Operator’s Representative

The duties of OIL representative(s) are to act on behalf of the Operator for overall co-ordination and project management at location. OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorized and notified by the Operation to the Contractor in writing. OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work.

3.2 Engineer

The Engineer shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Engineer shall have the right to inspect at all reasonable intervals and part of the works and necessary tests to be carried out and such work which is not in accordance with the contract. The Engineer will have right to scrutiny of the records for the work. In general the Engineer will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor.

3.3 Contractor’s Representative

The Contractor’s Representative shall have all the powers required for the performance of the works. OIL Representative shall liaise with the Contractor Representative, Engineer’s Representative for the proper co-ordination of the works and or any other matter pertaining to the works.

4.0 COMPENSATION TO CONTRACTOR:

4.1 General

The Operator agrees to pay Contractor for work performed/services rendered by the Contractor, a sum computed at the rates specific in the contract.

4.2 Firm Price

The rates payable under this contract shall be firm during the term of the Agreement and no increase on account of wages, HSD price, taxes/duties (except as allowable under Clause No. 35.0 of GCC) and whatsoever shall be allowed under any circumstances.

5.0 OVERALL CONDITIONS OF THE CONTRACT:**(A) Contractor's Obligations:****5.1 Contractor shall,**

- 5.1.1 In accordance with and subject to the terms and conditions of this contract perform the work described.
- 5.1.2 Except as otherwise provided herein provide all labour and other personnel as required to perform the work.
- 5.1.3 Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 5.1.4 Be deemed to have satisfied itself before submitting its Bid as to the correctness and sufficiency of its Bid for the services required and of the rates and prices, except insofar as otherwise provided herein cover all its obligation under the contract.
- 5.1.5 Give or provide all necessary supervision during the performance of the services and as long thereafter as OIL may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 5.1.6 To comply with all local/statutory regulations for mines act, labour laws etc.
- 5.1.7 Observe safety regulations in accordance with acceptable Oilfield practice contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing accident, fire, explosion and blow out, etc.
- 5.1.8 Report to OIL any evidence if identifies which may indicate or likely to lead to an abnormal or dangerous situation at the earliest opportunity and immediately take the first emergency control steps within contractor's scope at well/works site.
- 5.1.9 If any equipment malfunctions and cannot be repaired at well site / base within reasonable period resulting in contractor's failure to provide the services, the penalty as mentioned elsewhere in this contract will be applicable.
- 5.1.10 Depending upon the requirement and availability, the contractor should also be capable of providing their services at any odd hours.
- 5.1.11 Carry out the work of cement transportation jobs with professional competence and an efficient and workman like manner and provide OIL with a standard of work customarily provided by reputed Bulk handling OIL to major international Companies in the Petroleum industry.
- 5.1.12 The Transport silos and other equipment, tools and materials to be provided by contractor shall be new and in first class working condition and upto entire satisfaction of DGM (Cementing) or his representatives.

5.2 Contractor shall be responsible for -

- (a) Supervision during loading at OIL's bulk handling plant at Duliajan to transportation silos.
- (b) Transportation of Oil well cement through transportation silos
- (c) Off-loading of cement to field silos at well site with the help of compressor available at site.
- (d) Assembling /dismantling of lines through compressor from transportation silos / field silos
- (e) Start/Operate the compressor at designated well site for off-loading of cement. However, contractor may have to start/operate the compressor at OIL's bulk handling plant also, if required.

5.3 Contractor shall arrange for regular and periodical maintenance of their equipment including replacement of worn-out parts/supply of all spare parts (at its own cost) and ensure a smooth and break down free operation.

5.4 Contractor must have an established office adjacent to OIL heads quarters Duliajan, so that the contractor can be contacted in odd hours as and when required. Additionally, the contractor must keep competent representative, who shall be in-charge of contractor's personnel and who shall full authority to resolve all day to day matters.

5.5 Seeing the nature of OIL operations, the contractor must supply requisite manpower for doing the jobs at a short notice so as to prevent any shut down of OIL's operations. Moreover, the contractor is required to mobilize additional labours for meeting any emergency, at a very short notice.

5.6 Extra labourers if required for manual loading of materials will be supplied by contractor at contractor's cost.

5.7 The safety of contractor's employees will be contractor's responsibility. All safety measures as necessary for well site/plant operations will be provided by contractor to its employees.

5.8 The fuel and lubricants required for running the service will be supplied by contractor at its own cost and responsibility.

5.9 Discipline: Contractor shall maintain strict discipline and good order among its personnel throughout the duration of this contract. Should OIL feel with just cause, that the contract of any of contractor's personnel is detrimental to OIL's interest, OIL shall notify contractor in writing the reason for requesting removal of such personnel / employee at its expense within 7 days.

5.10 Contractor shall arrange to obtain necessary permission from appropriate authority for compliance with any labour law, or any other regulations applicable to its personnel/vehicles/equipment as applicable in connection with the execution of the jobs.

5.11 Contractor shall maintain at all times proper records of Bulk materials received for processing and delivered to the drilling rig from time to time.

5.12 Accommodation: Accommodation of contractor's personnel shall be contractor's responsibility. OIL will not provide any accommodation whatsoever.

(B) OIL's obligations

5.13 Inspection:

- i) OIL's Engineer / representative shall upon initial placement of vehicle(s) silos check all the relevant documentation and duly inspect / test the same before accepting it, for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. Any vehicle / silo found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of OIL's Engineer / representative.
- ii) OIL's Engineer shall have power amongst others as follows:
 - a) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
 - b) Undertake periodic inspection or the vehicle(s) as per programme as may be decided by him / her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorized representative. Such inspection / test carried out by OIL shall be at the Contractor's cost and risk.
 - c) Instruct the Contractor to remedy / rectify expeditiously any defects revealed upon periodic inspection / test carried out by OIL. Such rectification shall be at the Contractor's cost entirely.
 - d) Instruct the Contractor to remove the vehicle(s)/ silo(s) in respect of which the defects as aforesaid which have been detected upon inspection/test periodically by OIL and which have remained unrectified.
 - e) Instruct the Contractor to remove the vehicle(s) silo(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.

- f) Check the speedometer and kilometer readings and notify and defects and determine any correction factor on the kilometreage statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
- g) Instruct the Contractor to furnish the names of all drive(s) and crew with full particulars at the time of commencement of the service or on any occasion when such drive(s) / crew are required to be replaced for any reason.
- iii) "LICENCE AND PERMITS" means any and all of the following, which must be valid and updated periodically by the Contractor to the satisfaction of OIL.
 - a) Professional driving license(s) and P.S.V. badge(s) for the driver(s).
 - b) Registration Book(s) with endorsement of Road Tax
 - c) Permits for playing the vehicle(s)/silo(s) for commercial purpose as may be required.
 - d) Road Permits for Assam & Arunachal Pradesh.
 - e) Road Fitness Permit(s)
 - f) Innerline Permit(s) for A.P
 - g) Comprehensive insurance Certificate(s) both for vehicle(s) / silo(s) as well as Crew
 - h) Any other as required under law in force.

5.14 A cumulative of 48 hrs. time (not exceeding three occasions) with prior permission of OIL's engineer will be allowed every month for servicing/maintenance without any deduction of fixed charge. The said 48 hrs. will be restricted to every month and cannot be carried over. Any excess shut down over 48 hours for maintenance shall be treated as default and penalty will be imposed as per clause No 14 of SCC.

5.15 OIL shall, in accordance with and subject to the terms and condition of the contract, pay contractor for the services availed / materials supplied as stipulated herein.

5.16 OIL, shall allow Contractor access, subject to normal security and safety procedures to all areas as required for orderly performance of the work/ supply.

5.17 OIL reserves the right to check the Transport Silos and other contractor's items before the commencement date. If they are not found in good order or not meet specifications as per enclosed EXHIBIT-II or in case of non-availability of some of the contractor's items listed in EXHIBIT- II the Commencement date shall be the date when contractor has remedied such default. OIL also reserves the right to inspect the equipment at any time during the operation. Any equipment found short and defective shall be replaced / rectified by the contractor within the shortest possible time without causing disruption of work assigned to the contractor under this contract. Any delay caused on account of replacement of short and defective equipment shall be owned by the contractor. Any equipment found defective and unserviceable during the tenure of the contract shall be replaced by the contractor forthwith and all costs including transport freight and other duties and taxes, levies and expenses for such replacement shall be borne by the contractor.

5.18 OIL also reserves the right:

- i) To change the bulk handling program at any time.
- ii) To check, at all times Contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- iii) To order suspension of operations while and whenever.
 - a) Contractor's personnel is deemed by OIL to be not satisfactory or.
 - b) Contractor's works quality is deemed by OIL to be not satisfactory or
 - c) Contractor's equipment does not conform to regulations or to the specification enclosed in EXHIBIT-II or
 - d) Contractor's insurance in connection with operations hereunder is found by OIL not to satisfy the requirement set forth in this contractor or
 - e) Contractor's equipment turns into a danger to on or around the rig or to the well/work site.

5.19 Association of OIL's Personnel – OIL's personnel will be associated with the work throughout the bulk handling operations and Contractor shall ensure simultaneous transfer of know-how, technology and new developed services with exception of commercial secrets.

5.20 OIL shall make available to contractor the bulk material (e.g cement) for processing and despatch to the drilling rig.

5.21 OIL shall carry out the preventive as well as break down maintenance of OIL's compressor at bulk handling plant and at well site.

5.22 OIL may allow the contractor for parking of their vehicles inside industrial area or inside of new industrial area, only if space is available for the same. However it will be the responsibility of contractor for safety as well as security of their vehicles and equipments while parking.

6.0 CONTRACTOR'S PERSONNEL:

6.1 Contractor warrants that it shall furnish competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable OIL's safety requirement. The personnel working as operator should possess valid license for running heavy vehicle. OIL have the option to accept or reject any staff / personnel of the contractor, who do meet OIL's requirement and found to be unsuitable, in which case the contractor shall provide suitable alternative to the satisfaction.

6.2 Contractor shall be responsible for and shall provide for all requirements of his personnel and his subcontractor, if any, including but not limited to their insurance, housing medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any, payable in India or outside at no extra charge to OIL.

6.3 Contractor shall arrange food, accommodation and available medical facilities for their personnel.

6.4 Transportation of contractor's personnel to and fro from well site will be arranged by Contractor at their cost.

6.5 The proforma for undertaking from all the personnel, engaged by the contractor, should be forwarded as per Annexure-A.

7.0 MOBILIZATION:

7.1 The mobilization of all equipment along with personnel to site shall be completed within 90 days from the date of the letter of Award.

7.2 Mobilization charge includes all charges on all equipment, accessories spares and consumables.

7.3 Mobilization charges will be payable when all equipment including transportation silos / tools & personnel are positioned at site and free of defects and duly certified by OIL's representative regarding suitability to undertake / commence the work assigned under the contract.

7.4 Mobilization charges shall include all local and outside cost of the contractor to mobilize the equipment to the site and shall include all duties, taxes (excluding Service tax) and transport to the operation base etc.

8.0 DEMOBILIZATION:

8.1 OIL shall give notice to contractor to commence demobilization. Contractor will ensure that demobilization is completed within 21 days of notice from OIL. No charge whatsoever will be payable from that date of notice to demobilize.

8.2 NO DEMOBILIZATION CHARGES SHALL BE PAYABLE UNDER THIS CONTRACT.

9.0 WARRANTY AND REMEDY OF DEFECTS:

9.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, efficient, and current state of the art technology/inspection services and conformity with all specifications, standards and drawings set forth or referred to in the technical Specifications with instructions and guidance which OIL may, from time to time, furnish to the Contractor.

9.2 Should OIL discover at any time during the currency of this contract or within one year after completion of the operations that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from OIL, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, OIL at its option, may have such remedial work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

9.3 The rights and remedies of OIL provided by this Clause are in addition to any other right and remedies provided by law or in equity or otherwise.

10.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

10.1 Contractor shall not, without OIL's prior written consent, disclose the contract, or any provision thereof, or any conduct of operation hereunder, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

10.2 Contractor shall not, without OIL's prior written consent, make use of any document or information referred in this contract and the NIT except for purposes of performing the contract.

10.3 Any document supplied to the Contractor in relation to the contract other than the contract itself remain the property of OIL and shall be returned (in all copies) to OIL on completion of Contractor's performance under the contract if so required by OIL.

10.4 All data assembled, compiled, developed, reproduced and studied by the contractor in connection with the services rendered shall be considered strictly confidential. The secrecy of the data shall be maintained by the contractor even after the expiry of the contractual service period.

11.0 TAXES:

11.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/ payments received under this contract will be on Contractor's account.

11.2 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian income Tax act as maybe in force from time to time.

11.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

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

11.5 Prior to start of operations under the contract, the Contractor shall furnish OIL with the necessary documents, as asked for by OIL and / or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

11.6 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to OIL within 6 months of the expiry of the tenure of the contract or such extended time as OIL may allow in this regard.

11.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and OIL shall not assume any responsibility on this account.

11.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor.

12.0 PATENT INFRINGEMENT:

12.1 Contractor shall defend and hold OIL harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against OIL and / or use of any patented processes, Compositions machines or articles of manufacture. OIL shall at all times have the right to be represented by its own counsel and participate in the defense of any action in which OIL is a party defendant.

12.2 OIL shall defend and hold Contractor harmless against any and all claims action and liabilities for violation of any patent of patents brought against Contractor and/or OIL by any third party as a result of OIL's use of any patented processes composition, machines or articles of manufacture. Contractor shall at all times have the right to be represented by its own counsel and to participate in the defense of any action in which Contractor is a party defendant.

13.0 LIQUIDATED DAMAGES:

13.1 For default in timely mobilization of all equipment liquidated damage @ 0.5% of estimated contract value for delay of each week or part thereof subject to a maximum of 7.5% of the estimated contract value will be applicable.

13.2 In the event of contractor's failure to mobilize all the equipment to OIL's site within 15 weeks' time after expiry of the mobilization time incorporated in the contract, OIL will have the right to terminate the contract and forfeit the security deposit.

14.0 PENALTY:

14.1 In the event of contractor's failure to deliver Cement to the well site/ drilling rig within 12 hours of OIL's advice, contractor shall have to pay a penalty at double the rate of its service charges / transportation charges for the duration exceeding twelve hours and for the quantity which the contractor could not supply in that particular period.

14.2 Apart from above, if transportation silo is not available on any day or part thereof, no fixed charge will be payable for said period. In addition, penalty will be levied at price equivalent to pro-rata fixed charge.

- 14.3 (i)** In case of default as mentioned below, penalty shall be levied as per sub-clause 14.2 above.
- a)** Unsuitability of the Driver or Attendant and/or working crew.
 - b)** Drunkenness and intoxication of the driver and/or the Attendant/crew.
 - c)** Non-availability of Transportation silo(s) due to any reason, whatsoever, including but not limited to the following conditions:
 - i)** Deteriorated mechanical condition of the Vehicle(s) and/or breakdown.
 - ii)** Due to inadequate routine maintenance.
 - iii)** Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.
 - d)** Non-possession of the valid permits and licenses for the crew and Vehicle(s).
 - e)** Non-supply of fuel.
 - f)** Delay in placement of Transportation silo(s) on any day as per the instruction of the Company Engineer
 - g)** Non-availability of Transportation silo(s) due to defects detected upon periodic inspection/tests by the Company.

- h)** Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- i)** Non-availability of Transportation silo(s) or crew when required by the Company.
- j)** Failure on the part of contractor to discharge his/her obligations as set out in Clause **5.0 of SCC** above hereof and/or failure on part of the contractor to abide with particular instructions as set out in clause **3.2 of SCC** hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause **3.2 of SCC** hereof.
- k)** Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- l)** Non-availability of Transportation silo(s) crew.

ii) In case, the Contractor fails to place the Transportation silo(s) for duties in time on any particular day, without prior permission from Company. On such occasions Transportation silo(s) will be treated as shut-down and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given above.

iii) Similarly, if the Transportation silo(s) is found to be deployed for any other duties during the period when released for parking at the base station and/or during the period when allowed for routine, Servicing/maintenance, then also Transportation silo(s) will be treated as shutdown and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given in clause 14.2.

15.0 INSURANCE:

15.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment/ vehicle belonging to the Contractor or its sub-contractor during the currency of the contract.

15.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurances amongst others:

- a)** Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b)** Employees Liability Insurance as required by law in the country of origin of employee.
- c)** General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d)** Contractor's items provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e)** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- f)** Public Liability Insurance as required under Public Liability Insurance Act 1991.

15.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per OIL's request in which case additional cost shall be to OIL's account.

15.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.

15.5 Contractor shall furnish to OIL prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating.

- a)** Kinds and amount of insurance as required herein.
- b)** Insurance OIL or companies carrying the aforesaid coverage
- c)** Effective and expiry dates of policies.
- d)** Territorial limits of the policies.

15.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then OIL will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

15.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract and inform OIL about the coverage prior to the commencement of agreements with its sub-Contractors.

15.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on OIL.

16.0 CHANGES:

16.1 During the performance of the work, OIL may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by OIL.

16.2 If a change results in an increase in compensation due to Contractor or in a credit due to OIL, Contractor shall submit to OIL an estimate of the amount of such compensation or credit in a form to be prescribed by OIL. Such estimates shall be based on the rates shown in the contract. Upon review of Contractor's estimate, OIL shall establish and set forth in the change order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If contractor disagrees with the compensation or credit set forth in the change order, contractor shall nevertheless perform the work as changed and the parties will resolve the dispute in accordance with Article 21 (Arbitration) hereunder. Contractor's performance of the Work as changed will not prejudice contractor's request for additional compensation for work performed under change order.

17.0 FORCE MAJEURE:

17.1 Notwithstanding anything herein to the contrary contractor shall not be liable for forfeiture of its performance security, payment of penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.

17.2 In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

17.3 For purpose of this clause Force majeure means an act of God, war, revolt, riots, strikes, fire, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) 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.

17.4 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

17.5 Time for performance or the relevant obligation suspended by Force majeure shall then stand extended by the period for which the Force majeure conditions last.

17.6 Unless otherwise directed by OIL in writing contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all responsible alternative means for performance not prevented by Force majeure event.

18.0 TERMINATION:

18.1 This Contract shall stand terminated upon completion of the job required to be done by the Contractor with full satisfaction of OIL.

18.2 OIL, may without prejudice to any other remedy for breach of contract, by written notice of default sent to contractor, terminate the contract in whole or in part if contractor fails to perform any of its obligation under

the contract and if contractor does not cure its failure within a period of 30 days (or such longer period as OIL may authorize in writing) after receipt of the default notice from OIL.

18.3 In the event OIL terminates the contract in whole or in part pursuant to paragraph 18.2 OIL may procure upon such terms and in such manner as it deems appropriate materials, equipment and services required to complete that part of the operation in default by the contractor and contractor shall be liable for any excess costs incurred by OIL. However, contractor shall continue performance of the contract to the extent not terminated.

18.4 OIL may at any time terminate the contract by giving written notice to contractor, without compensating contractor, except for services already rendered, if contractor becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to OIL. Similarly, the contractor may also at any time terminate this contract by giving 6 months' notice without compensation if OIL become Bankrupt or otherwise become insolvent and provided further that no steps have been taken by OIL within the notice period of 6 months to avoid bankruptcy and insolvency.

18.5 OIL may, by written notice sent to contractor, terminate the contract in whole or in part of any time for its convenience. The notice of termination shall specify that termination is for OIL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, which should be at least 15 days after the date of the notice of termination. If OIL exercises this right it shall pay contractor in accordance with the provisions of the contract for work satisfactory performed upto the date of termination as well as for demobilization cost, if any, substantiated by contractor to the satisfaction of OIL.

19.0 INGRESS AND EGRESS AT LOCATION:

19.1 OIL shall provide contractor, if required, requisite certificates for obtaining right of ingress from location where jobs are to be performed, including any certificates required for permits or licenses for the movement of contractor's personnel. Should such permits/licenses be delayed because of objections of appropriate authorities in respect of specific contractor's person(s), such person(s) should be promptly removed from the list by the contractor and replaced by acceptable person(s).

20.0 CONSEQUENTIAL DAMAGE:

20.1 Neither party shall be liable to the other for special indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

21.0 ARBITRATION:

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

22.0 NOTICES:

22.1 Any notice given by one party to other pursuant to this contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

<u>OIL</u>	<u>Contractor</u>
(1) General Manager (Drilling Services) Drilling Department Oil India Limited Duliajan - 786602 Assam, India	(1) _____ _____ _____
(2) Dy. General Manager-Contracts(HoD) Contracts Department	(2) _____

Oil India Limited
Duliajan - 786602
Assam, India

22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23.0 SUBCONTRACTING:

23.1 Contractor shall not subcontract or assign, in whole or in part its obligation to perform under this contract except with OIL's prior written consent which will not be unreasonably withheld. OIL will have the right to accept or reject any subcontractor so selected.

23.2 OIL shall have the right at any time to assign all or any part of its right hereunder to related or affiliated or subsidiary OIL provided that such successor shall remain fully liable and responsible to contractor and obligation imposed by the agreement.

24.0 MISCELLANEOUS PROVISIONS:

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

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

24.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required, on the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of OIL.

24.4 The Contractor can avail 48Hours (02 days) for Maintenance Servicing of the Vehicles and Silos in a month after due approval from concern Authority. However, this Maintenance shutdown is non - cumulative and cannot be carried over to the next month.

25.0 TECHNICAL SPECIFICATIONS:

The specifications of OIL owned Field storage silos and Compressors are as per Exhibit-I.

26.0 DETAILS OF SERVICES / SCOPE OF WORK:

26.1 Contractor shall provide the services for transportation of Oil-well cement from OIL's Bulk handling plant to Drilling/ Workover location as per advice from Drilling Department.

26.2 The contractor has to provide qualified and experienced personnel (crew) along with their Transportation Silos, for transportation of Oil-well cement including for loading at OIL's bulk handling plant/cement godown, and off-loading at Field Storage Silos at well site by hooking up of OIL owned compressor at site and while loading at Bulk handling plant.

26.3 The transport silos provided by the contractor shall be suitable for carrying the cement in bulk and each of the silos should have a capacity of 500 cft. The specifications of Transportation Silos to be provided by the contractor should be as per Exhibit-II or its equivalent.

26.4 The contractor shall provide 3 (Three) no. of transport silos with brand new Carrier Chassis, and the silos should have a capacity of 500 (five hundred) cft each.

27.0 AREA OF OPERATION:

The Area of operation will be OIL fields of Oil India Limited located in Assam and Arunachal Pradesh.

28.0 WAIVERS AND AMENDMENTS:

28.1 It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

29.0 PAYMENT & INVOICING PROCEDURE:

29.1 OIL shall pay to contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof on the basis of daily log book signed by departmental officer. No other payments shall be due from OIL unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

29.2 All payments by OIL to contractor shall be made at contractor's designated bank.

29.3 Payment of any invoices shall not prejudice the right of OIL to question the validity of any charges therein, provided OIL within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which OIL questions.

29.4 Contractor will submit six sets of all invoices to OIL for processing of payment.

29.5 Contractor shall raise invoice for the lumpsum mobilisation charges when the entire equipment including transportation silos and personnel are ready at respective sites for starting the job as certified by OIL.

29.6 Contractor shall raise invoices at the end of each month for the services performed, rates payable and the total amount claimed. These invoices should be submitted to the operator's representative.

29.7 If any deduction is to be made from the invoices of the contractor, the contractor should be informed along with the reasons for such deductions.

29.8 Payment of monthly invoice, if undisputed shall be made within 30 days following the date of receipt of invoices by OIL

29.9 OIL shall within 30 days of receipt of the invoice notify contractor of any item under dispute, specifying the reasons thereof, in which event payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion as indicated above. This will not prejudice OIL's right to question the validity of the payment at a later date as envisaged in para 30.3 above.

29.10 The acceptance by contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

29.11 Contractor shall maintain complete and correct records of all information on which contractor's invoices are based upto two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

29.12 Any audit conducted by OIL of contractor's records, as provided herein, shall be limited to OIL's verification - (i) of the accuracy of all charges made by contractor to OIL and (ii) that contractor is otherwise in compliance with the terms and conditions of this Agreement.

30.0 WITH-HOLDING:

30.1 OIL may with-hold or nullify the whole or any part of the amount due to contractor on account of subsequently discovered evidence in order to protect OIL from loss on account of :-

- a) For non-completion of jobs assigned.
- b) Contractor's indebtedness arising out of execution of this contract.
- c) Defective work not remedied by contractor.
- d) Claims by sub-contractor of contractor or other filed or on the basis of reasonable evidence indicating probable filing of such claims against contractor.
- e) Failure of contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of contractor to pay the cost of removal of unnecessary debris, materials, tools, tools, or machinery.
- g) Damage to another contractor of OIL.
- h) All claims against contractor for damages and injuries, and / or for non-payment of bills etc.
- i) Any failure by contractor to fully reimburse OIL under any of the indemnification provisions of this contract.

If, during the progress of the work contractor shall allow any indebtedness to accrue for which OIL, under any circumstances in the opinion of OIL may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by OIL, fail to pay and discharge such indebtedness, then OIL may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

- j) Garnishee order issued by a court of law in India.
- k) Income-tax deductible at source according to law prevalent from time to time in the country.
- l) Any obligation of contractor which by any law prevalent from time to time be discharged by OIL in the event of contractor's failure to adhere to such laws.

Notwithstanding the foregoing, the right of OIL to withhold shall be limited to damages, claims and failure on the part of contractor which is directly / indirectly related to some negligent act or omission on the part of contractor.

31.0 APPLICABLE LAW:

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

31.2 The contractor shall ensure full compliance of various India laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the contract :

- a) Mines Act, 1952 - as applicable to safety and employment conditions and subsequent amendments.
- b) Oil Mines Regulations, 1984.
- c) Workmen's of Wages act.
- d) Payment of Wages Act.
- e) Payment to Bonus Act, 1965.
- f) Contract Labour (Regulation & Abolition) Act. 1970
- g) Family Pension Schema.
- h) Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of services).
- i) Provident Fund and Misc. Provisions Act, 1952
- j) Indian Electricity Act, 1953
- k) Central Excise & Salt Act, 1944
- l) Income Tax Act, 1961
- m) Assam Finance Act, 1956
- n) Assam Sales Tax Act, 1947
- o) Central Sales Tax Act, 1957
- p) Assam Pollution Control Board's Rules & Regulations.

31.3 The Contractor shall not make OIL liable to reimburse the contractor to the statutory increase in the wages rates of the contract labour appointed by the contractor. Such statutory or any other increase in the wages rates of the contract labour shall be borne by the contractor.

32.0 SAFETY:

Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions.

33.0 POLLUTION OR CONTAMINATION:

33.1 OIL agrees that OIL shall be responsible for and shall indemnify the contractor and hold its agents, services, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of contractor's services/operations if such pollution or contamination is caused by OIL's misconduct or negligence.

33.2 Contractor agrees that the contractor shall be responsible for and shall indemnify OIL and hold its agents, servants, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of OIL's services/operations if such pollution or contamination is caused by contractor's misconduct or negligence.

34.0 CHANGE OF OWNERSHIP:

The Contractor's right and obligations under this contract are not transferable by sale or assignment without OIL's written consent. In the event of the operation/service is being sold without OIL's written consent, in addition to its other rights OIL may at its absolute discretion terminate this contract where upon the contractor shall re-imburse OIL payment, if any paid in advance and not earned, and any sums which OIL may sustain directly as a consequence of such termination.

35.0 SCHEDULE OF RATES:

35.1 MOBILIZATION CHARGES (LUMPSUM), (M):

Mobilization charges will be payable when all equipment including transportation silos (03 no.) / tools & personnel are positioned at site and free of defects and duly certified by OIL's representative regarding suitability to undertake / commence the work assigned under the contract.

NOTE:

- (a) Mobilization charges include mobilization of equipment and personnel from point of origin to Duliajan.
- (b) Mobilization charges should cover local and foreign costs to be incurred by the Contractor to mobilize to the first location.
- (c) Mobilization charges should not exceed 10% of the total evaluated charges of the contract.

35.2 EQUIPMENT RENTAL CHARGE (FIXED CHARGE), (RT):

The equipment rental will be payable on per month basis subject to availability of the equipment (both Carrier Chassis & transportation silo) in good working condition. However, no payment will be made for the period of any breakdown excepting the time allowed every month for servicing/maintenance as described above.

35.3 TRANSPORTATION CHARGE (TR):

The transportation charge, for one way upto well site, will be payable for transportation of per MT of oil-well cement per kilometer basis including for loading at OIL's Bulk handling plant and off-loading of cement at different location as directed by OIL.

**To,
DGM-CONTRACTS(HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

HIRING OF SERVICES FOR LOADING, TRANSPORTATION AND OFF-LOADING OF OIL WELL CEMENT AT VARIOUS DRILLING/ WORKOVER WELLS UNDER OIL'S OPERATIONAL AREAS OF ASSAM & ARUNACHAL PRADESH.

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

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as "The Principal"
And
(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for **HIRING OF SERVICES FOR LOADING, TRANSPORTATION AND OFF-LOADING OF OIL WELL CEMENT AT VARIOUS DRILLING/ WORKOVER WELLS UNDER OIL'S OPERATIONAL AREAS OF ASSAM & ARUNACHAL PRADESH - UNDER IFB NO. CDI1871P17**. 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 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1:

Date. .

Witness 2:

PROFORMA FOR UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o _____
R/o _____ with M/s. _____ have been
deployed _____ w.e.f. _____ in _____ OIL's
operation by my employer M/s. _____. I hereby
voluntarily undertake that I will not claim employment or any service benefit available to employees of OIL by
virtue of such deployment. I am employee of _____ for all
practical purposes and there is no Privity of Contract between me and OIL.

----- Signature

Place:

Date:

WITNESSES:

1. SIGNATURE:

NAME:

DESIGNATION:

DATE:

2. SIGNATURE:

NAME:

DESIGNATION

DATE:

The broad specification of OIL's field storage silo and compressor are as under:

(a) Field Storage Silo:

Capacity	:	1000 cft.(28.32 cum)
Quantity	:	2 / 3 Nos.
Position of Mounting	:	Vertical skid mounted
Diameter of Silo	:	3000 mm
Total Height of Silo	:	6700 mm
Code of construction	:	ASME, SEC. VIII. DIV. 1/IS-2825, IS:2062
Weld efficiency	:	85%
Working pressure	:	2.8 kg/cm ² (40 psi)
Designed pressure	:	4.5 kg/cm ²
Type of heads	:	Dished end at top, with round shell & conical bottom.
Hydrostatic test pressure	:	6 kg/cm ² .
Manhole	:	2 Nos. (1no. roof Manhole and 1no. shell Manhole, both having 500 mm nominal diameter).
Horizontal Skid	:	The square base skid is of rolled steel beam of designation ISHB250.
Vertical skid	:	Parallel to the length of the silo and attached to horizontal base skid properly welded to horizontal skid and silo.
Ladder	:	Ladder up-to the height of silo.
Floating nozzles	:	2 (two).
Vent	:	1 no., 102 mm (4") or 127mm (5") dia
Out-let	:	1 no., 127 mm or 102 mm (4") nominal dia
In-let	:	1 no., 125 mm or 102 mm (4") nominal dia
Safety valve	:	1 no or two, 50 mm nominal dia, set to bled off at 50 psi.
Operating Medium	:	API Class G NS or Blended Cement

(b) Compressor:

Type	:	Screw Air Compressor.
Working pressure	:	7 kg / cm ² .
Compressor capacity	:	300 cfm (8.49 m ³ /min) (141.6 lit/sec)
Engine R.P.M.	:	1500 to up to 2200
Air drier	:	Heatless type Air drier suitable for capacity of 360 cfm
Make	:	Kirloskar Pneumatic Compressor or Atlas Copco or Ingersol Rand
Prime-mover	:	Ruston or Ashok Leyland or Cummins Or Kirlosker oil Engine.

Specifications of Transportation Silo or its equivalent to be provided by the contractor

Cement Haulers: Hi-mech Cement Haulers/or equivalent Transportation silos are to be especially designed for independent loadings and discharge of cement through 100 NB discharge line, Haulers should be efficient and dependable having 500 cft capacity or more.

CEMENT HAULER should consist of the followings:

- *Pressure Vessel of 500 cft or more.
- *Air Fluidization System
- *Butterfly Valves & Ball Valves
- *Platform and Ladder

Salient Features : *Well Balanced Axle Loading
*Better road stability and maneuvering
*Discharge rate 60-70 MT/hr.
*Cement fill available at 25 mtr. Height

Specifications : Materials of Construction
Prime Mild Steel Plate.
Shell 5 mm thick
Dishends 6 mm thick
Pipes : TATA ERW
Valves : Fluid Control/ Aeircon

The following information is for general guidelines to the contractors. Company is not responsible for any deviation of figures being spelt out or met with for reason beyond their control.

- a) Maximum width of the well site approach road = 3.66 m
- b) Turning Radius = 15m (Generally), 12 m (exceptionally)
- c) Maximum allowable unit load inclusive of Tare weight for class AA loading = 50 tons
- d) Maximum overhead clearance = 4.25 m
- e) Highest recorded wind velocity in Assam = 80 km/hour

Note: The above transportation Vessel should be mounted on a normal Truck having GVW 15 Ton. The Transportation Silo will be complete with all piping connections, Driver's Cabinet.

BID FORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDI1871P17

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 work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **“NOT TO BE QUOTED HERE”** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of annualized contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 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 _____ 2016.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Signature of Bidder: _____

Name: _____

NOTE:

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

PROFORMA LETTER OF AUTHORITY

TO
DGM-CONTRACTS(HoD)
Contracts Department
P.O. DULIAJAN PIN - 786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL TENDER No. CDI1871P17

We _____ of _____
Confirm that Mr. _____
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf
with you against Tender Invitation No. **CDI1871P17** for **Hiring of Services for loading, transportation and
off-loading of Oil well cement at various Drilling/ Workover wells under OIL's operational areas of
Assam & Arunachal Pradesh** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person
competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:

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

SEALED with the
said Bank this ____ day of _____ 20 ____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:
- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

Witness _____
Address _____

(Signature, Name and Address)

Date: _____
Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

Service Tax Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

Witness _____
Address _____

Date
Place _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD****TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of (Name of the Bidder) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :
Signature