

**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.	CDI2864P17
Description of Work / Service	HIRING OF 4 (FOUR) NOS. 12KL CAPACITY BOWSERS WITH SELF LOADING AND UNLOADING FACILITIES FOR TRANSPORTATION OF LOW WAX CRUDE OIL (LWC) FOR A PERIOD OF THREE YEARS WITH A PROVISION OF EXTENSION BY ANOTHER ONE YEAR.
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Document	02.11.2016 TO 24.11.2016 (up to 15:30 HRS)
Bid Closing / Opening Date & Time	01.12.2016 (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. 3,14,000.00</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.: CDI2864P17

Description of Work / Services: Hiring of 4 (four) nos. 12KL capacity bowsers with self loading and unloading facilities for a period of three years with a provision of extension by another one year

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

E-TENDER NO. CDI2864P17

PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request 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: 28.10.2016

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 4 (FOUR) NOS. 12KL CAPACITY BOWSERS WITH SELF LOADING AND UNLOADING FACILITIES FOR TRANSPORTATION OF LOW WAX CRUDE OIL (LWC) FOR A PERIOD OF THREE YEARS WITH A PROVISION OF EXTENSION BY ANOTHER ONE YEAR.

CONTRACT PERIOD: 36 months commencing from the date of placement of first bowser of the contract **OR 1125 days** from the date of issue of LOA, whichever is earlier. On completion of Contract period, this Contract shall stand terminated without requiring any notice from either party to the other. At the sole discretion of the Company, the duration of the contract may be extended upto 12 months with revised Fixed rate.

BID SECURITY: Rs. 3,14,000.00 (Rupees Three Lakhs Fourteen Thousand only)

BID CLOSING/ OPENING DATE & TIME : 01.12.2016 (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

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

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Annexures & 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 and Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID: satyanandamishra@hotmail.com have been appointed as Independent External Monitors).

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

Details Send E-Mail Call Clear

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

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

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 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						

Area for uploading Un-Priced Techno-Commercial Bid*

Area for uploading Priced Bid**

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. CDI2864P17
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) BEC/BRC
- 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 & 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 (GCC-Part:I, SOQ-Part:II, SCC-Part:III, SM-Part:V, Integrity Pact-Part:VI, Annexures & Proformas) 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):**

1.1 TECHNICAL: The bidder shall experience in carrying out “SIMILAR NATURE” of jobs in PSUs/ Central Govt. / State Govt. / State Govt. Enterprises during the last seven years ending on bid closing date.

Notes to BEC Clause 1.1 above:

(i) "SIMILAR NATURE" means -

A. The bidder must be in the business of providing services for transportation of crude oil / condensate / other petroleum products / hazardous chemicals through tanker(s) / bowser(s) (having capacity not less than 9Kls) and have the experience of successfully executing contracts for such transport services continuously for a minimum period of 2 (two) complete years.

OR

B. The bidder must provide attached bowser(s)/ tanker(s) to Oil India Limited (i.e. experience of providing attached tanker(s) / bowser(s) to the contractor(s) engaged by OIL) for transportation of crude oil /condensate / other petroleum products / hazardous chemicals through tankers / bowsers (having capacity not less than 9 Kls) continuously for a minimum period of 2 (two) complete years.

(ii) For proof of requisite Experience, bidders shall submit the following document(s) along with the bid:

A. For bidders participating as per the experience as mentioned in Note-i(A), documents under **EITHER (I) / (II) / (III) / (IV)** below must be submitted:

(I) In case Work Experience is against OIL's Contract which has been completed, Job Completion Certificate is to be submitted.

(II) In case Work Experience is against running contract in OIL which the bidder has executed for a minimum period of 2(two) year as on bid closing date, the following document(s) must be submitted along with the bid:

(a) Copy of Contract document / work order.

AND

(b) Copy of SES (Service Entry Sheet) generated in the 24th month of the contract or beyond that.

(III) In case Work Experience is not against OIL's Contract which the bidder has executed for a minimum period of 2(two) year as on bid closing date and is running, following documents/photocopies must be submitted along with the bid:

(a) Photocopy of Contract document or Work order showing details of work.

AND

(b) Bill Payment record for minimum 2 (two) complete years issued by client.

(IV) In case Work Experience is not against OIL's Contract which has been completed, following documents/photocopies must be submitted along with the bid:

(a) Photocopy of Contract document or Work order showing details of work.

AND

(b) Job Completion Certificate showing:

(i) Gross value of job done

(ii) Nature of job done and Contract/work order no.

(iii) Contract period and date of completion.

B. For bidders participating as per the experience as mentioned in Note-i(B) the following documents must be submitted along with the bid:

(i) Contract number against which the vehicle was deployed for OIL's operation.

(ii) Vehicle number.

(iii) Period for which the vehicle was deployed under the contract.

1.2 FINANCIAL CRITERIA:

1.2.1 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. 15,69,000.00 (Rupees Fifteen Lakhs and Sixty Nine Thousand only)**.

1.2.2 Net worth of the bidder must be Positive for the preceding financial / accounting year.

Notes to BEC Clause 1.2 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-XI.

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 _____ has actually not been audited so far'.

1.3 All the bowser(s) / tanker(s) to be offered for the service must be in the name of the bidder and of model (year of manufacture) **not earlier than 01.01.2013**. Valid documentary evidence, in support of model (year of manufacture) of bowsers/tankers and owners name should be submitted by the bidder, for each bowser, along with their bids. All the documents are to be self certified/ attested by the bidder. Any bid not offering services of 4(four) nos .of bowser(s)/tanker(s) will be straight away rejected.

1.4 Bidder shall place the offered vehicles for the entire period of the proposed contract agreement including the extension period, if any, except otherwise as provided under Clause -9.4 of the SCC. The bidder should execute an undertaking in favour of OIL to the extent that offered tankers /bowsers shall be placed for the entire period of the proposed contract agreement including the extension period, if any. Format of the undertaking is enclosed along with this bid document (Annexure- II).

1.5 Same tanker(s)/bowser(s) shall not be offered in more than one offer under this tender. The bidder shall undertake (Format of the undertaking as per Annexure-II) that the tanker(s)/ bowser(s) offered in his/her offer is not offered in any other offer under this Tender. If same tanker(s)/bowser(s) are found to be included in more than one offer under this tender, such offers shall be summarily rejected.

1.6 The bidder must confirm (Annexure- III) to mobilise within 30(thirty) days from the date of issue of Letter Of Award (LOA) and start the job accordingly.

1.7 Vendors/ Bidders should submit an affidavit to certify the genuineness of documents/ certificates submitted by them along with their bids. Format of the affidavit is enclosed along with this bid document (Annexure- IV).

1.8 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.

1.9 Bidders are required to quote for all the items under Item Nos. 10-50 as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected. Bidders need not quote for items under Item Nos. 60-100 as the same will be as per Company's guidelines / MOS dated 24.01.2014. However, the total contract cost shall be inclusive of amount against Item Nos. 60-100.

1.10 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

1.11 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

1.12 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 3(Three) years of services for 04 Nos. 12KL bowsers.

1.13 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.

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

1.15 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.

1.16 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.

1.17 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.

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

3.5 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.

3.6 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.

3.7 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 4 (FOUR) NOS. 12KL CAPACITY BOWSERS WITH SELF LOADING AND UNLOADING FACILITIES FOR TRANSPORTATION OF LOW WAX CRUDE OIL (LWC) FOR A PERIOD OF THREE YEARS WITH A PROVISION OF EXTENSION BY ANOTHER ONE YEAR.

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 under Assam and Arunachal Pradesh Field.
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 **36 months** commencing from the date of placement of first bowser of the contract **OR 1125 days** from the date of issue of LOA, whichever is earlier. On completion of Contract period, this Contract shall stand terminated without requiring any notice from either party to the other. At the sole discretion of the Company, the duration of the contract may be extended upto 12 months with revised Fixed rate. 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

If the contractor fails to place his/ her bowser(s) within the stipulated time limit of 30 days from the date of issue of Letter of Award (LOA), then the contractor will be liable to pay liquidated damages to the company by way of penalty at the rate of 0.5% of annualised contract value of the particular bowser for each week of delay in placement subject to a maximum of 7.5% of the annualised contract value of the particular bowser. However, in case the contractor fails to place his/ her all bowser(s) beyond 142 (one hundred forty two) days from the date of issue of LOA, then his/ her particular contract will be cancelled terminating the services of all the bowers placed so far against the contract.

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)

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 4 (FOUR) NOS. 12 KL CAPACITY BOWSERS WITH SELF LOADING AND UNLOADING FACILITIES FOR TRANSPORTATION OF LOW WAX CRUDE OIL (LWC) FOR A PERIOD OF THREE YEARS WITH A PROVISION OF EXTENSION BY ANOTHER ONE YEAR.

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

Item No.	Description of Services	UOM	Quantity
10	Fixed charge per bowser per Month	MONTH	144
20	Running charge per kilometer per bowser	KILOMETER	288000
30	Single over time for crew (Driver+helper): Additional payment for working from 8th to 9th hr in a particular day as applicable	HOURL	4320
40	Double over time for crew (Driver+helper): Additional payment for working beyond 9th hr in a particular day as applicable.	HOURL	12960
50	Holiday over time for crew (Driver+helper): Additional payment for working during holidays as applicable.	HOURL	720
60	Pre Medical investigation charges	NUMBER	8
70	PF for Driver	DAY	4380
80	PF for helper	DAY	4380
90	ESI for driver	DAY	4380
100	ESI for helper	DAY	4380

- 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. The Contractor hereby undertakes that irrespective of his/her/their quoted rates, he/she/they will pay the wages and overtime (if any) of Drivers and Helpers as per MOS dated 24.01.2014, a copy of which is available at Head- Contracts, OIL, Duliajan's office.**
- 5. Bidders need not quote for items under Item Nos. 60-100 as the same will be as per Company's guidelines / MOS dated 24.01.2014. However, the total contract cost of the contract shall be inclusive of amount against Item Nos. 60-100.**
- 6. No changes of rates shall be allowed under any circumstances during the tenure/currency of this service agreement under or during its extension period except in respect of the following:**
 - i) In event of any variation in price of HSD by Govt. of India from the base price of Rs. 51.02/ltr of HSD (based on Duliajan Price) by 5%(Five percentage) or more the running charge per kilometer will be varied accordingly i.e considering 4(Four) kilometer per ltr of HSD for 12 KL bowser**
 - ii) Upon any revision of wages (including OT rates) of Driver and Helper as per provisions of MOS dated 24.01.2014.**
- 7. Mobilisation Period: Within 30 (Thirty) days from the date of issue of Letter of Award (LOA).**
- 8. Tenure of Agreement: 36 months commencing from the date of placement of first bowser of the contract or 1125 days from the date of issue of LOA, whichever is earlier. On completion of Contract period, this Contract shall stand terminated without requiring any notice from either party to the other. At the sole discretion of the Company, the duration of the contract may be extended upto 12 months with revised Fixed rate.**
- 9. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.**

1.0 DEFINITIONS AND CONDITIONS GOVERNING THE SERVICES IN THIS CONTRACT, UNLESS THE CONTEXT OTHERWISE REQUIRES:

- 1.1** “AGREEMENT” means this service Agreement.
- 1.2** “POL” means low wax crude oil.
- 1.3** “WORK” or “SERVICE” means each and every activity required for the successful performance of this contract.
- 1.4** “TANKER” or “BOWSER” means self propelled transport tanker(s)/ browser(s) on which a certified calibrated tank is mounted for the purpose of transportation of POL by road along with a facility to load and unload the bowser of its own.
- 1.5** “LOADING POINT” means point where arrangement for loading in the tanker is provided by the Company.
- 1.6** “UNLOADING POINT” means point where arrangement for emptying the loaded tanker is provided by the Company.
- 1.7** “BASE STATION” means the station/space provided by the company, where the tanker(s)/ bowser(s) shall be permanently based/ parked. In case of non-availability of Company provided base station/operational exigencies Contractor has to arrange base station, within 2 Km of the unloading station.
- 1.8** “BREACH OF CONTRACTUAL OBLIGATION” means amongst others also the following :
- i)** Carriage of unauthorised passengers/materials other than crude oil/condensate in the tankers/ bowsers by the Contractor while under this Agreement with the Company.
 - ii)** Unauthorised use of the tanker(s)/ bowser(s) when released to the Contractor for repairing/servicing.
 - iii)** Withdrawal of hired tanker(s)/bowser(s) from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer .
 - iv)** Failure of the Contractor to place the tanker(s)/ bowser(s) for periodic inspection as per schedule as directed by Company Engineer.
 - v)** Failure to park the tanker(s)/bowser(s) after release on close of working hours at Company’s approved Base Station.
- 1.9** “COMPANY” means Oil India Limited
- 1.10** “COMMENCEMENT OF SERVICES” means the date of placement of the first bowser/ tanker under this Agreement.
- 1.11** “COMPANY ENGINEER” means the following:
- i)** General Manager (Production Support Services) or his nominee in case of the following events:
 - a)** Normal day-to-day operation of service after placement under the department
 - b)** Release of bowser(s) for maintenance/inspection/fuelling
 - c)** Instruct Contractor to replace by more suitable hand of divers/crews engaged for operating the bowser(s)
 - d)** Allotment of daily duties and timing of reporting and release
 - e)** Authentication of monthly kilometerage statement-cum-bill
 - f)** Determination of shutdown or standby, liquidated damages and penalties for default of breach of contract.
 - g)** Release of bowser(s) and termination of this Agreement in case of complaints as to its deteriorated mechanical conditions.
 - h)** Initial placement of bowser(s) with a user department of the Company.
 - i)** Release of bowser(s) upon conclusion of this Agreement.
 - j)** Assessment of time to be allowed for repair in case of accident.
 - k)** Initial and subsequent inspection of tanker(s)/ bowser(s).

- I) Scrutiny of documents regarding contractor's compliance with the requirements under this Agreement for permits, licenses, employee's roster etc.
 - m) Determination of instances of shutdown or standby due to Force majeure, Bundhs etc.
- ii) DGM-Contracts (HoD) or his nominee in case of the following events:
 - a) Release/forfeiture of Security Deposit/ Earnest Money Deposit.
 - b) Any dispute under this Agreement as to the Contractor's obligations or otherwise.
 - c) Defaults or otherwise in case of dispute by the contractor.
- iii) DGM-Transport (HoD) or his nominees in case of the following events:
 - a) Initial and subsequent inspection the bowser(s)/ tanker(s).
 - b) Scrutiny of the documents, regarding contractor's compliance with the requirements under agreement for permits, licences etc.

1.12 “DUE DATE OF PLACEMENT” means the date stipulated in the contract for placement of bowsers/tankers.

1.13 “DETERIORATED CONDITION OF TANKER(S)/BOWSER(S)” means any tanker(s)/bowser(s) found not acceptable to Company Engineer after mechanical inspection or/ and tanker(s)/ bowser(s) found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/ and tanker(s)/ bowser(s) which is /are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and/ or tanker(s)/ bowser(s) refused by the Company Engineer/user department as being unfit.

1.14 “DAILY LOG BOOK” means the format annexed vide Proforma-I hereof as may be certified by the Company Engineer on a day-to-day basis during the tenure of this Agreement.

1.15 “DRIVER” means an individual possessing sound mental and physical health who must be in possession of Professional Driving License, explosive carrying license and PSV badge (to drive the tanker(s)/ bowser(s) under this Agreement) issued by the Regional Transport Authority, having jurisdiction over the area of operations of the Company, who is engaged by the Contractor and provided with the service envisaged under this Agreement, cost whereof included in the Contract costs.

1.16 “DEFAULT” means any of the following omissions or commissions by the Contractor or his/her crew, which will lead to shutdown of tanker(s)/ bowser(s) and/or breach of contractual obligations:

- a) Delay in initial placement of tanker(s)/ bowser(s) beyond the stipulated date.
- b) Unsuitability of the Driver or Attendant and/or working crew.
- c) Drunkenness and intoxication of the driver and/or the attendant/ crew.
- d) Non-availability of tanker(s)/ bowser(s) due to any reason, whatsoever, including but not limited to the conditions mentioned below:
 - i) Deteriorated mechanical condition of the tanker(s)/ bowser(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.
- e) Non-possession of the valid permits and licenses for the crew and tanker(s)/ bowser(s).
- f) Non-supply of fuel.
- g) Not having refueling arrangement for the bowsers from the petrol pump near the respective Bowser Unloading Stations (BUS)
- h) Delay in placement of tanker(s)/ bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorised and un-timely release of tanker(s)/ bowser(s) on any day without prior permission and authorization from the Company /engineer during the tenure of this Agreement.
- i) If the Contractor bases the tanker(s)/ bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.
- j) Non-availability of tanker(s)/ bowser(s) due to defects detected upon periodic inspection/tests by the Company.
- k) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- l) Non-availability of tanker(s)/ bowser(s) or crew when required by the Company Engineer.

- m)** Failure on the part of contractor to discharge his/ her obligations as set out in Clause 4.0 hereof and/ or failure on part of the contractor to abide with particular instructions as set out in clause 5.0 hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause 6.0 hereof.
- n)** 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.
- o)** Non-availability of tanker(s)/ bowser(s)/ crew when the Company's operations are normal :
- p)** Non-availability of Bowser services due to stoppage of work/ strikes by Contractor or his/her crew for any reason whatsoever.

1.17 "INSPECTION" means initial/ periodic inspection carried out by the Company Engineer to ascertain road-worthiness of the tanker(s)/ bowser(s). The Company's decision in this regard shall be final.

1.18 "INSURANCE" means comprehensive insurance of the tanker(s)/ bowser(s) and shall include insurance of the crew, vehicles, materials and third party, besides insurance under the Public Liability Insurance Act, 1991.

1.19 "LICENCE AND PERMITS" means any and all of the following, which must be valid and updated periodically by the Contractor to the satisfaction of the Company:

- a)** Professional driving license(s), explosive carrying licence and P.S.V. badge(s) for the driver(s).
- b)** Registration Book(s) with endorsement of Road Tax.
- c)** Permits for plying the tanker(s)/ bowser(s) for commercial purpose as may be required.
- d)** Road permits
- e)** Road Fitness Permit(s).
- f)** Tank Calibration Certificate
- g)** Inner line permit(s) for A.P.
- h)** Pollution Control Certificate.
- i)** Comprehensive insurance certificate(s).
- j)** Explosive license
- k)** Any other as required under law in force.

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

1.21 "CREW" means the driver and other personnel to be employed in each of the tanker/ bowser as deemed fit by the Contractor for smooth running of the service in respect of whom payment shall be made as per the rates in force under "The Minimum Wages Act" from time to time.

1.22 "PENALTY" means the amount payable by the Contractor in the event of breach of Contract which shall be as per clause- 13 of SCC. Penalty shall be levied irrespective of whether such breach resulted in a shut-down or otherwise. In addition no payment shall accrue to the contract in the event of breach of contract leading to penalty.

1.23 (I) FIXED CHARGE PER DAY means fixed charge which will be inclusive of rental, all applicable taxes & duties, insurance, wages and other emoluments of driver(s)/helper(s) and/or other operation staff/ crew inclusive of relief driver(s)/ Helper(s) and/or other operating staff/crew, which the contractor will have to engage and provide at all times essentially for the continuous operation of the services engaged. The contractor shall have to ensure full compliance with motor tanker(s)/ bowser(s) acts 1988 and Motor Transport Workers Act 1961 and MoS dated 24.01.2014 as well as all applicable statutory acts as may be in force time to time governing the engagement of the staff, their conditions of service including payment of wages, statutory /weekly off, holidays, overtime, annual leave, uniforms etc. The fixed charge payable under this agreement shall be deemed to be inclusive of all payments to be borne by the contractor on all such accounts.

Note: Fixed charge is exclusive of service tax.

(II) RUNNING CHARGE PER KILOMETRE means the rates for running the bowser and shall be deemed to include all the expenditure of the contract viz. Cost of fuel & consumables like lubricants, tyre/tube, battery and other maintenance expenditure including accessories involved including applicable taxes towards operation of the tanker(s)/ bowser(s).

Note: Running charge is exclusive of service tax.

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

- a) The Motor tanker(s)/ bowser(s) Act, 1988.
- b) The Motor Transport Worker’s Act, 1961
- c) The Contract Labour (Regulations & Abolition) Act, 1970.
- d) The Minimum Wages Act, 1948.
- e) The Employees Provident Fund & Miscellaneous Act, 1952.
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order) Act, 1946
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Motor Vehicle Act, 1988
- m) Public Liability Insurance Act, 1991
- n) Any other Act as applicable from time to time.

The Contractor shall be solely responsible for compliance with all statutory act at all time during the tenure of the service Agreement.

1.25 “SHUT DOWN” means disruption/ non-availability of the Service due to any of the defaults.

1.26 “SHUT DOWN” shall also mean the non-availability of the service due to an accident.

1.27 “STATUTORY OFF” means the off day per week or the compensatory off day in lieu thereof which the Contractor is required to give to his/her/their operating crew as per the Motor Transport Workers Act, 1961/MoS dated 24.01.2014 in respect of which adequate relief driver/crew shall be provided at no extra cost.

1.28 “TAXES AND DUTIES” means Road Tax, Fitness Fee, Road permit Fee, Registration Fee, Inter- State Permit Fee for tanker(s)/ bowser(s) and crew etc. as may be due and payable by the Contractor entirely at his/ her own cost towards operation of the services envisaged under this Agreement except 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.

1.29 The Contractor shall have to pay all the duties and taxes as applicable.

1.30 Deduction of Tax at source shall be made from the Contractor’s payment towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 & VAT or any other Act where requires deduction of tax at source which may be in force from time to time.

1.31 “STAND BY” means the allowable time which will be considered as service availability period subject to the following conditions only and during these period daily fixed charges are payable. Payable fixed charge although the services are not available due to the following:

- i) For maintenance up to 48(Forty Eight) hours per bowser/ tanker per month, counted from the beginning of the month and duly certified by the company engineer that the shutdown was due to maintenance of the tanker(s)/ bowser(s). This facility will be limited to maximum of 4(Four) instances per tanker/ bowser in a calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and penalty will be imposed as per clause No 13 of SCC. In case a bowser/tanker is placed after the 15th day of calendar month at the start of the contract (i.e at the time of initial placement of the bowser/tanker), the allowable maintenance period will be limited to a maximum of 24 Hrs only. This facility will be limited to maximum of 2(Two) instances per tanker/ bowser .Any excess shut down over 24 hours for maintenance shall be treated as default and penalty will be imposed as per clause No 13 of SCC.

- ii) Accumulation of the maintenance period shall not be allowed beyond a calendar month.
- iii) Re-fuelling time for the tanker(s)/ bowser(s) which shall not be more than 30(Thirty) minutes and not involving more than 10(ten) km (to & fro ex Base Station) at any instance subject to a maximum of 8(Eight) re-fuelling in a calendar month.

2.0 DESCRIPTION OF WORK:

2.1 The Contractor shall agree and undertake to carry out the service by deploying the required no. of bowsters of model not earlier than 01.01.2013 in the area of operations of the Company as per the instructions of the Company Engineer during the tenure of the contract which shall be 3 (three) years from the date of placement of the first tanker/ bowser.

2.2 All work performed by the Contractor shall be continuous, on day-to-day basis.

2.3 Contractor shall provide the service with tanker(s)/ bowsters and shall be responsible for all actions necessary for day-to-day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this Agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

2.4 The rates offered by the Contractor are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/ her drivers, crew and other staff as per the provisions of the Motor tanker(s)/ bowser(s) Act, 1988 AND OTHER Statutory Acts. The rates stipulated shall be firm and final and no escalation whatsoever shall be admissible on any account.

2.5 The Contractor shall supply and maintain the services of all tankers/ bowsters EVERY DAY with Drivers, Attendants, Helpers (wherever applicable) as may be required by the Company.

2.6 The Contractor undertakes to place the tankers/ bowsters within the due date of placement. Otherwise penalty will be levied to the contractor for late placement of bowser at the rate of non-availability/ shut down of bowser.

2.7 The monthly disbursement of wages to the Helpers, Drivers and/ or Operators by the contractors will be made latest by the 10th day of the subsequent month. The mode of disbursing the monthly wages to the helpers/ drivers by the concerned contractors will be through account payee cheque or bank transfer/ e-remittance as may be agreed upon mutually themselves. The contractor will have to issue proper wages slip to the drivers/ helpers and/ or Operators containing therein the requisite details such as income and deduction, if any.

2.8 The contractor shall comply to all terms and conditions of the Memorandum of settlement (MOS) dated 24.01.2014 signed by the Motor Workers' Union, Duliajan and Trade & Transport Contractor's Association in presence of OIL during the tenure of the contract. The Contractor further undertakes to pay all his/her/their operating staff working under this Agreement the due wages in time including any arrears/revise of wages which may arise due to amendments in future of the above mentioned MOS.

2.9 Depending on operational requirement, the bowsters will be deployed for transportation of workover fluid/well fluid from OIL's Drilling and Work over location.

3.0 MANNER OF CONDUCTING WORK:

3.1 The Contractor shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

4.0 OBLIGATIONS OF THE CONTRACTOR:

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

4.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of tankers/ bowsters or operations of the services envisaged under this Agreement including liability under the Statutory Act or any other liability as may arise due to operation of this Agreement and the Company shall

not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Contractor only and shall be his/ her sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/ her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this Agreement in the area of operations of the Company.

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

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

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

4.6 If the tanker/ bowser is not available for duty due to driver's and helper's strike, the tanker/ bowser will be treated as shut-down for the period of strike.

4.7 In case of any disruption/ interruption in the services of crude oil transportation due to any action by any contractor(s) or his/ their bowser crews or by both, the contract(s) of the concerned contractor(s) shall be terminated as per the discretion of the company.

4.8 In case of bowser accident, the contractor or his representative shall lodge FIR with the nearest Police Station immediately and inform the company in writing about the accident as soon as possible but not later than 24 hours. The contractor shall arrange for guarding the vehicle as well as the product. If there is any spillage of crude oil at the site of the accident, the contractor shall take immediate action towards collection and transportation of the spilled product to the respective Bowser Unloading Station/ Central Tank Farm and arrange for proper cleaning of the site for environment protection at their own cost.

4.9 If bowser transportation service of any tanker/ bowser is stopped due to any Local Environmental Problem, the contractor will have to take necessary action immediately to solve the problem vis-à-vis for restoration of the service and lodge FIR in the nearest Police Station of the incident.

4.10 The Contractor shall ensure that the tanker(s)/ bowser(s) deployed under this service Agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final.

4.11 The Contractor will park the tanker(s)/ bowser(s) at the Base Station at the end of the day's work on round the clock basis with ready availability of the services of the crew in such a manner that the bowser(s) can

be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer. The Contractor found violating this will be liable for breach of Contract.

4.12 The Contractor must place the tanker(s)/ bowser(s) for duties in time on any particular day as per the instructions of the Company Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorised release of tanker(s)/ bowser(s) before completion of the normal duty hours, the tanker(s)/ bowser(s) shall be treated as shut down and will attract the penalty for each such failure.

4.13 The Contractor shall keep the tanker(s)/ bowser(s) roadworthy throughout the contract period by complying with the statutory requirement, failing which the tanker(s)/ bowser(s) will be treated as shut down.

4.14 The Contractor should ensure that the Driver(s)/ Helper(s)/ Attendants (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/ crew as per the requirements of the Company Engineer. In the event of failure to do so, the tanker(s)/ bowser(s) shall be treated as shut down, in which case the penalty shall be deducted from the Contractor.

4.15 The contractor will ensure good conduct of their bowser crews, while on duty. The contractor will be held fully responsible for any unruly behavior of bowser crews or any mishap created by bowser crews. Company reserves the right to ask the contractor to remove any unruly bowser crew and in such event contractor shall remove the crew immediately from the service and arrange suitable replacement in terms of the contract without any disruption of the service. In the event of failure to do so, the tanker/ bowser will be treated as shutdown till such time a suitable replacement is made, in such case the penalty shall be deducted for the contractors bill(s).

4.16 The Contractor must maintain a register incorporating particulars with the names of the drivers/ helpers/ crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days, holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly kilometrage Statement-cum Bill in the format set out in Proforma-III annexed herewith to the effect that all statutory requirements affecting the operations of the service under this Agreement under various Statutory Acts have been complied with.

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

4.18 The mode of disbursing the monthly wages to the helpers/ drivers by the concerned contractors will be through account payee cheque or bank transfer/ e-remittance as may be agreed upon mutually themselves. Further, if asked by the Company, the Contractor shall produce certificate/statement from the concerned bank towards proof of payment of wages to their crew/operating staff. No payment shall be processed if aforesaid information is not accompanied in the Bill of the corresponding month.

4.19 The Contractor shall operate the service envisaged under this agreement in an efficient manner as per the instructions of the Company Engineer. The contractor shall abide by the Company Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

4.20 Contractors will be required to arrange entry passes for the drivers/ helpers/ Supervisor(s) employed by him and for himself from CISF for entering into OIL Operational Areas.

4.21 Contractors will be required to make refuelling arrangement for the bowzers from the petrol pump near the respective Bowser Unloading Stations. For this purpose Re-fuelling time for the tanker(s)/ bowser(s) shall not be more than 30(Thirty) minutes as stipulated in clause no. 1.31 (ii).

4.22 The contractor shall ensure use of Safety shoes, Safety hand gloves, Safety helmets and uniforms by the bowser crews while on duty. These safety items and the uniform for the bowser crews shall be provided by the contractor. In the event of non-compliance of the clause by any contractor, the company may initiate action as

per terms and condition of the contract. Contractor should submit compliance report in support of providing PPE to his/ her crew at the time of placement of bowser.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

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

5.2 The bowser(s)/ tanker(s) to be engaged for this service must conform to the specifications described in the Contract Agreement.

5.3 The Contractor must ensure timely renewals of all licenses and permits within the due dates. Otherwise bowser(s)/ tanker(s) will be treated as shut-down and penalty will be levied as per the agreement.

5.4 The Contractor shall provide at his/ her own cost the accommodation/ housing for his/her employees, sheds for repairing and servicing of tanker(s)/ bowser(s), land/ garages for parking of the tanker(s)/ bowser(s) (wherever applicable) in and around the base station.

5.5 The tanker(s)/ bowser(s) must be maintained in first class road worthy condition along with uniform standards of safety as initially provided for at the time of acceptance of the tanker(s)/ bowser(s) on the date of placement.

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

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

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

5.8 All tanker(s)/ bowser(s) must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/ her own cost.

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

5.10 The contractor/ representative shall supervise. The contractor/representative shall report every day morning (by 7 a.m.) at the office specified by the company representative at Duliajan/ Digboi as per the area of bowser deployment and shall take stock of his respective Bowsers and the duty allocation of the same for the day. In case of non-availability of contractor/ representative at the office/site specified by the company, on any day, a penalty of Rs.200/- per day per bowser will be levied on the contractor for each day of absence.

5.11 At the time of placement of the tanker(s)/ bowser(s), the Contractor must furnish to the Company the name(s) of the Driver(s), Helper(s), crew as may be applicable together with particulars of their driving license(s), Petroleum product carrying licence(s) etc. In case any changes are made in the crew deployed under this Agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing detailing the reasons for replacement and furnish similar particulars as required hereof in respect of the replacement(s). However the replacement crew shall be subjected to approval of the Company. For reliever driver /helper ,when the actual driver /helper is absent on account of leave ,sick etc prior permission must be taken from the company submitting all the documents regarding driving licence (including petroleum product carrying licence).

5.12 The contractor will be responsible for supervision of the entire job of transportation from loading point to the unloading point during the tenure of the contract.

5.13 The contractor must maintain office complex having telephone facilities at DULIAJAN enabling the Company to contact the Contractor at any time throughout the contractual period.

5.14 The Contractor must instruct their authorised representatives and drivers to cooperate with the Company's vigilance personnel as and when required.

5.15 In addition to the vigilance personnel, CISF or Company's personnel may check the bowser/ tankers at any time while loading, unloading & during transportation. The Contractor or his representative should have no objection for such checks

6.0 RIGHTS OF COMPANY ENGINEER:

6.1 The Company Engineer shall upon initial placement of tanker(s)/ bowser(s) duly check the mechanical as well as physical parts along with all the relevant documentation before accepting it for the services under Agreement. Such inspection/ test shall be carried out entirely at the Contractor's risk and cost. Any tanker(s)/ bowser(s) found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company Engineer.

6.2 The Company Engineer shall arrange for allocation of the tanker(s)/ bowser(s) duty to the various loading & unloading points.

6.3 The Company Engineer shall have power amongst others as follows:

- (i) Fix the normal duty hours/ timings of the Contractor and regularly monitor the same.
- (ii) 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.
- (iii) Instruct the Contractor to replace by another suitable person(s) if any of his/ her crew engaged for running/ operating the tanker(s)/ bowser(s) or for general management of the service is found unsuitable for the job. Company shall not be responsible or liable in the event of any action by the Contractor against his/ her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- (iv) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- (v) Refuse the services of any tanker(s)/ bowser(s) found in deteriorated conditions and advise the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- (vi) Instruct the Contractor to utilize the services beyond the stipulated hours of service.
- (vii) Instruct the contractor to undertake authorised journeys to specified destination(s).
- (viii) Undertake periodic inspection of the tanker(s)/ bowser(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 authorised representative. Such inspection /test carried out by the Company shall be at the Contractor's cost and risk.
- (ix) Instruct the Contractor to rectify the defects or renewal of the documents revealed upon periodic inspection /test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- (x) Instruct the Contractor to remove the tanker(s)/ bowser(s) from the service under this Agreement in respect of which defects have been found upon periodic inspection till the time of rectification of the defects.
- (xi) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the kilometreage statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
- (xii) Company Engineer shall clearly indicate the total shut down hours in a month due to shut down with reason in the monthly statement which will be treated as final for determining penalty, if any.
- (xiii) Instruct the contractor to remove any crew member, whom in his opinion is behaving in unruly manner or committing any misconduct while on duty.
- (xiv) Instruct the contractor to produce any document pertaining to the subject tender and / or contract agreement.

6.4 The Contractor shall at all-time obey the instructions of the Company Engineer and ensure compliance of the above mentioned orders and instructions.

7.0 SECURITY DEPOSIT:

7.1 The security deposit shall be forfeited in case of the occurrence of the following events:

- (a) In case of any event occurring as envisaged in Clause-9.1 hereof,
- (b) In case of any event occurring as envisaged in Clause-10.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall
- (c) In case premature termination due to default or breach of contract by the Contractor.

7.2 In the event of any occurrence as envisaged in Clause 7.1 (a) & (b), the Contractor will have to furnish additional security deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would liable for termination of this agreement whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

8.0 LIQUIDATED DAMAGE (LD):

8.1 The contractor shall compensate the company if there is a loss of crude oil/ condensate during transit. The amount of such loss will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than FOB (import) price of crude oil.

8.2 In case the contractor tanker is met with an accident damaging the life and property of 3rd party(s) in addition to loss of POL wholly or partly, the contractor shall sort out the matter immediately with the 3rd party(s) and settle all the dues claims including insurance, if any, at the earliest. In the event of failure to settle such claim by the contractor immediately but not later than 24 hours, the Company may at its discretion, to avoid disruption to company's operation which may arise due to such accident, settle such claim of the 3rd party(s), in which case the amount so paid to the 3rd party(s) shall be deducted from the outstanding bills of the contractor. For the accident case, (which is to be substantiated by proper Police Report and MVI Report) loss of crude oil will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than FOB (import) price of crude oil.

8.3 In case of sudden withdrawal of bowser/tanker without prior permission of the Company, a penalty shall be levied at the rate Rs. 400.00 (Rupees four hundred only) per day per tanker. This shall be in addition to the penalty imposable as per clause No.13 of SCC

8.4 If the contractor fails to place his/ her bowser(s) within the stipulated time limit of 30 days from the date of issue of Letter of Award (LOA), then the contractor will be liable to pay liquidated damages to the company by way of penalty at the rate of 0.5% of annualised contract value of the particular bowser for each week of delay in placement subject to a maximum of 7.5% of the annualised contract value of the particular bowser. However, in case the contractor fails to place his/ her all bowser(s) beyond 142 (one hundred forty two) days from the date of issue of LOA, then his/ her particular contract will be cancelled terminating the services of all the bowers placed so far against the contract.

9.0 TANKER/ BOWSER AVAILABILITY:

9.1 The Contractor shall supply and maintain the services of all the tanker(s)/ bowser(s) in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of default, the Contractor is liable to be penalised as per Clause no. 13 of SCC. Such penalty will be recovered normally from the Contractor's running monthly/ outstanding bills. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

9.2 In case of default not leading to shut down, the Company Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary, the tanker(s)/ bowser(s) shall be released to the Contractor, whereupon it shall be treated as shut down and penalty as applicable shall be levied too.

9.3 In case of Bandhs, Road Blockade, Strike etc. called by various organizations, if the tanker(s)/ bowser(s) is/ are not available for crude oil transportation duty due to absence of driver(s) or otherwise affecting Company's operation and if in the opinion of the company such situation could have been avoided,

then such tanker(s)/ bowser(s) will be treated as shut down and penalty as per clause 13 of SCC will be imposed and shall be recovered from the Contractor's bills with proper intimation. It is to be clearly understood that 48 hours' time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandhs/ strike period.

9.4 Major break-down:

- (A) In case of accident and consequence of non-availability of bowser(s)/ tanker(s) -
- i) Pro-rata fixed charges will be deducted and the same will attract penalty for the time required to repair and place back the bowser/ tanker into Company's service. However, if contractor notifies within 48 hours in writing to the Company with adequate proof viz. police report, MVI report etc about accident along with copy of FIR (FIRST INFORMATION REPORT) lodged by the contractor in addition to other documentary proof, Company may waive off the penalty imposed for the above, subject to conditions mentioned in (B) hereunder. The decision of the Company's representatives shall be final and not alterable in this regard.
 - ii) In the above case, the contractor may provide the replacement bowser/tanker having same specification and vintage(or latest) for the period of shut-down of the accident tanker/ bowser and on acceptance of such replacement bowser /tanker, by the Company, pro-rata fixed charges will be payable to the Contractor during the period of utilisation of the replacement bowser.
- (B) Notwithstanding above, waiver of penalty will not be applicable in case of -
- i) Accident caused by rough/ rash driving/ over-speed (more than 35km/hr) or because of negligence of the driver, whether or not it involves third party or where a FIR is lodged by a third party or case is registered by Police and services of the bowser/ tanker are not available for formalities to be observed as per the laws of the land.
 - ii) The bowser/tanker is involved in litigation or in theft cases for which a case has been registered by the police. In such situations the bowser/ tanker will be treated as shut down and will attract penalty in addition to the deduction of pro-rata fixed charges.
- (C) In case of major maintenance (exceeding allowable 48 hrs/ month) fixed charges will not be payable and the same will attract penalty. However, if the contractor gives a replacement bowser/ tanker of the same specification (with same vintage or latest) for the period of shut-down of the tanker/ bowser, the same will not attract penalty. During the period of utilisation of the replacement bowser(s)/ tanker(s) pro-rata fixed charges will be payable to the contractor. However, prior to placement of replacement bowser, the contractor shall intimate the company in written the period for which the replacement bowser will be deployed. At least 48 hours prior to the expiry of such period the contractor will have to place the original bowser for inspection by company engineer. During inspection if the bowser is found to be road worthy the contractor will have to deploy the said bowser. In case, the bowser is not found to be road worthy during the inspection, Company may at its discretion allow the replacement bowser to continue in the operation for a further period as decided by the Company.
- (D) In case of (A) & (C), the time required repairing and placing back the bowser/ tanker into Company's service shall be decided by the Company representative which shall be final and not alterable. On expiry of such allotted time pending placement of the original bowser /tankers penalty will be recovered in addition to the deduction of pro-rata fixed charges.

10.0 TERMINATION:

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

10.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.10, the Company may procure, upon such terms and in such manner as may deem appropriate similar services and in such event shall be liable for any excess costs incurred by the Company in this regard. However, the contractor shall continue performance of the contract to the extent not terminated.

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

10.4 The Company may, in a written notice sent to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 60(sixty) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The contractor will not be entitled to any damages or compensation on account of such termination.

10.5 The Company's bowser transportation requirement may be reviewed during the contractual period and in case the company's bowser transportation requirement is reduced, the company reserves the right to dehire some of the bowzers on completion of 395(three hundred ninety five) days from the date of issue of LOA. However, the company will give two month notice prior to dehiring of bowzers under above circumstances.

10.6 This agreement shall stand partially or fully terminated in case of default due to delay in placement of tanker(s)/ bowser(s) beyond 142 (one hundred forty two) days from the date of issue of LOA and the contractor may be debarred from participating in any future Tender for a period not exceeding 2(Two) years for such default at the discretion of the Company. The Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

10.7 The Company may, at any time, terminate the contracts if any of his / her bowser is found involved in crude oil pilferage case and a police case is registered against the same.

10.8 The company may, terminate all the bowser contracts of the contractor, if it comes to the notice of the company anytime either during the pendency of the tender or after award of the contract that the bidder/ contractor furnishes fraudulent documents/ false information in relation to the tender/ contract.

10.9 The Company may terminate the bowser contract after giving 15(Fifteen) days' notice, if the contractor fails to perform his statutory obligations, as obligated under Clause-14.0 hereunder.

11.0 BILLING & PAYMENT:

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

i) Accept as final the daily log book as per Proforma-I which must be signed on a daily basis by the Company's Engineer /representative. Any deletions and/or overwriting on the Daily Log Book must be avoided as far as practicable and if such deletions and overwriting are incidence, the same must be countersigned by the Company's Engineer, otherwise the Monthly Kilometrage Statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which one copy is to be retained by the Contractor for preparing the monthly kilometrage statement-cum-bill only at the end of each month.

ii) a) Prepare monthly kilometrage statement-cum-bill as per Proforma-II and submit the same to the Company's Engineer for verification at the end of the month. The monthly kilometrage statement-cum-bill must be accompanied with a certificate every month furnished by the Contractor as per Proforma-III towards his/her compliance with the Statutory Acts effecting the operation of this service agreement.

ii) b) The monthly kilometrage statement-cum-bill must include a factual record of based on daily log sheet for services rendered as per instructions of the Company's Engineer, i.e., for Company duty only and should exclude for payment the following:

- Such kilometrage and time as may be involved for refuelling is in excess of the allowable time.
- Such hours/days or part thereof as may be involved on for routine servicing and maintenance in excess of 48(Forty Eight) hours in a calendar month.
- Such hours/days or part thereof as may be involved in any month when the tanker(s)/bowser(s) was/were shut down due to default or otherwise.

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

- A) Deductions for defaults/shut downs not shown correctly.
- B) Deductions for penalties in case of breach of contract.
- C) Adjustment of kilometreage and corrections as per agreement.
- D) Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

11.2 The monthly kilometreage statement-cum-bill shall be certified by the Company's Engineer after adjustments have been made as reflected hereof and shall be processed for payment on receipt of a clear and unambiguous bill for payment along with the original of the Daily Log Book for that month.

11.2.1 Only Journey authorised by the user department shall be taken as "Authorised" Journey and will only be considered for payment.

11.2.2 Payment shall be made for the days/kilometreage actually logged on Company's duties as per instructions of the Company's Engineer and as reflected in the Daily Log Book. If a bowser is unable to ply for a particular day/period fixed charge for that day/period will not be paid.

11.2.3 For the days or part thereof when the services envisaged under this agreement are disrupted due to default/shut down etc, penalty will be applicable.

11.2.4 In case of a default by the Contractor leading to partial or total shut down of the services envisaged under this agreement whether for a full day or part thereof, penalty as per clause no.9.0 of Special Conditions of Contract shall be levied for each such default on pro-rata basis. The penalty leviable shall be deducted from the monthly bills of the Contractor.

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

11.2.6 Expenditure towards Entry fees/ Parking charges incurred by the bowsters enroute to Loading/ Unloading Stations will be reimbursed on actual basis on production of Receipts/ Cash memo in original.

12.0 **TERMS OF PAYMENT:** The Company will make payment only for the journeys/trips authorized by the Company's Engineer.

12.1 On receipt of the Monthly statement-cum-kilometreage Bill the Company's Engineer shall verify the same with the Daily Log Book and shall process the same after making adjustment as may be necessary for Payment Monthly kilometreage statement/ bills submitted by the Contractor will be cross-checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company will have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.

The monthly statement-cum-kilometreage bill must be accompanied with the following:

- i) Daily Log Book in original for the month.
- ii) Statutory compliance statement per Proforma-III.
- iii) Proof of payment to bowser crews per Proforma-IV and Form XIX (wage slip).

Note: The rates shall be fixed and firm for the entire tenure of the contract or during its extension period and shall be binding on both the parties. No changes of rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following:

i) In event of any variation in price of HSD by Govt. of India from the base price of Rs. 51.02/ltr of HSD (based on Duliajan Price) by 5%(Five percentage) or more the running charge per kilometre will be varied accordingly i.e considering 4(Four) kilometre per ltr of HSD for 12 KL bowser

ii) Upon any revision of wages (including OT rates) of Driver and Helper as per provisions of MOS dated 24.01.2014.

12.2 The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.

12.3 The Company shall within 30(Thirty) days of receipt of invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.

12.4 The Company will make monthly payment subject to adjustment/ deduction as necessary for the services rendered in each calendar month and will endeavour to pay before expiry of 30(Thirty) days from the date of submission of monthly kilometreage statement-cum-bill as per Proforma-II annexed herewith and certificates as per Proforma-III & Proforma-IV annexed herewith for the month for every tanker(s)/bowser(s) on the basis of accepted rates calculation as mentioned in General Conditions Of Contract(GCC) of this service agreement. The above period shall be counted from day when all kilometreage statements in respect of all tanker(s)/bowser(s) to be deployed under this agreement are received by the Company.

12.5 In absence of the certificate as per Proforma-III & Proforma-IV, bill will not be processed for payment and any delay arising out of the same shall be attributable to the contractor.

12.6 A daily log book will be maintained in triplicate. The contractor's representative or his/her driver should collect the original and a copy of the daily log book has to be submitted with statement-cum-bill in Proforma-II for claiming payment.

12.7 All payments will be made by the Company to the Contractor's bank account as per prevailing practice of the Company. Payment of any invoice shall not prejudice the right of the Company to question the validity of any charge therein, provided Company within one year after the payment shall make and deliver to Contractor written notice of objection to any item the validity of which Company questioning

13.0 PENALTY:

i) For non-deployment of tanker(s)/ bowser(s) (excluding the allowable time for maintenance & refuelling time) penalty shall be levied as follows:

a) For non-deployment of bowser upto 2(two) hours: Penalty shall be levied @80% of the fixed charge per day/bowser for 12 kl capacity bowser on pro-rata basis upto 2 hours.

b) For non-deployment of bowser beyond 2 (two) hours: Penalty shall be levied @ 80% of the fixed charge per day/bowser for 12 kl capacity bowser

Note: For both the cases, the pro-rata fixed charge for the period of non-deployment of the bowser(s)/tanker(s) will not be payable.

ii) For non-deployment of tanker(s)/ bowser(s) per day during any bandh/ strike if company provides security: Penalty will be levied @ 80% of the fixed charge per day/bowser for 12 kl capacity bowser and the pro-rata fixed charge for the period of non-deployment of the bowser(s)/ tanker(s) will not be payable.

iii) In case of default as mentioned below, penalty shall be levied as per sub-clause 13(i) 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 tanker(s)/bowser(s) due to any reason, whatsoever, including but not limited to the following conditions:

(i) Deteriorated mechanical condition of the tanker(s)/bowser(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 tanker(s)/bowser(s).

e) Non-supply of fuel.

f) Delay in placement of tanker(s)/bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorised and un-timely release of tanker(s)/bowser(s) on any

day without prior permission and authorization from the Company /engineer during the tenure of this Agreement.

g) If the Contractor keeps the tanker(s)/bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.

h) Non-availability of tanker(s)/bowser(s) due to defects detected upon periodic inspection/tests by the Company.

i) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.

j) Non-availability of tanker(s)/bowser(s) or crew when required by the Company Engineer.

k) Failure on the part of contractor to discharge his/her obligations as set out in Clause 4.0 of SCC hereof and/or failure on part of the contractor to abide with particular instructions as set out in clause 5.0 of SCC hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause 6.0 of SCC hereof.

l) 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.

m) Non-availability of tanker(s)/bowser(s)/crew.

n) Non-availability of services due to unauthorised/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

iv) In case, the Contractor fails to place the bowser/tanker for duties in time on any particular day, without prior permission from Company, then delayed placement/duty timings will not be accepted. On such occasions bowser/tanker 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.

v) Similarly, if the tanker/bowser 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 tanker/bowser(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 13(i).

14.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

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

15.0 DURATION OF CONTRACT:

Subject to the provisions of the clause 10.0 hereinabove, the terms of this contract shall be for a period of 36 months commencing from the date of placement of first bowser of the contract or 1125 days from the date of issue of LOA, whichever is earlier. On completion of Contract period, this Contract shall stand terminated without requiring any notice from either party to the other. At the sole discretion of the Company, the duration of the contract may be extended upto 12 months with revised Fixed rate. The revised fixed rate will be calculated as under

Revised fixed rate = (fixed charge - applicable wage component) x 0.9 + applicable wage component)

The extension period will be governed with same terms and conditions of the original contract.

16.0 FORCE MAJEURE:

"FORCE MAJEURE" means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under this agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, Sabotage, failure or destruction of roads, culverts or

bridges over or on which Contractor's tanker(s)/bowser(s) is/are or are to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 48 (Forty Eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her claim.

17.0 LEGAL DISPUTE JURIDICTION:

Any legal dispute arising out of this contract will be settled within the territorial jurisdiction of DIBRUGAH DISTRICT COURTS or GUWAHATI HIGH COURT (PRINCIPAL BENCH) as the case may be and not at any other place.

18.0 SPECIAL CONDITIONS OF CONTRACT:**18.1 LIABILITY & INDEMNITY:**

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

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

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

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

18.2 INDEMNITY AGREEMENT:

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

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

18.3 INDEMNITY:**18.3.1 INDEMNITY AGAINST LOSS INCIDENTS:**

Notwithstanding anything to the contrary contained hereinabove, it is agreed that the Purchaser shall to the maximum extent permitted under law, release, indemnify, defend and hold the Company and its Sub-contractors and each of its and their respective directors, officers, employees, consultants, agents, harmless from and against any and all claims demands, causes of action, liabilities, damages, judgements, awards, losses, costs, penalties, fines and expenses and any costs related thereto (including but not limited to Court Costs and 'Attorneys fees and costs of litigation) for any kind of character ("Claims") asserted by or in favour of any person, party or entity, including, without limitation, Claims for damage to or loss or destruction of real or personal property belonging to any person, party or entity (including without limitation property belonging to Company, Purchaser or any third party), and Claims for personal or bodily injury, sickness, disease or death of any person (including without limitation, personnel of Company, Purchaser or any third party) in respect of or resulting from:

- a) Any accident or damage to the tanker(s)/bowser(s) detailed for carrying crude oil within and/or outside the Company's premises.
- b) Any explosion or fire while in transportation directly or indirectly caused by or contributed by or arising from the crude oil.
- c) Pollution or contamination of any kind.
- d) Unauthorized use of the condensate.

regardless of the cause, including without limitation any form of negligence, strict liability, breach of warranty (express or implied), breach of duty (statutory or otherwise) breach of contract, or any other legal fault or responsibility of the Company, Purchaser or any other person, party or entity.

18.3.2 INDEMNITY APPLICATION:

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

18.4 INSURANCE:

18.4.1 Comprehensive insurance of the Bowser: The contractor shall arrange comprehensive insurance of the bowser to cover all risks in respect of third party including but not limited to their personnel, materials and tanker(s)/bowser(s) belonging to the contractor or his/her contractors or sub-contractors during the currency of the Agreement and shall provide certificates of such insurance.

18.4.2 Insurance of Bowser crews against Personal Accidental Policy: The contractor shall arrange insurance of his/ her bowser crews against Personal Accidental Policy for any physical injury during mob violence (Coverage: Fatal, partial/ permanent disablement) while carrying out crude oil transportation duty. OIL will reimburse the contractors the premium amount to be paid to the Insurance Company for the purpose. The limit for sum to be insured will be as under:

For bowser drivers: Rs. 3,00,000.00

For bowser helpers: Rs. 1,80,000.00

18.4.3 General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property under Public Liability Insurance Act 1991.

18.4.4 If any of the above policies expire or are cancelled during the term of this Agreement and if the Contractor shall immediately renew/repurchase such policies. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever loss/damage claims resulting there from shall be to the sole account of the Purchaser.

18.4.5 Employee's State insurance Benefit: Contractor shall extend benefits to Driver/helper under ESI Act.

18.5 TAXES & LEVIES:

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

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

18.6 ASSIGNMENT:

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

18.7 SUB-CONTRACT:

The contractor shall not sub-contract all or any part of the work envisaged under this agreement.

18.8 STATUTORY OBLIGATIONS:

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

18.9 COMMENCEMENT DURATION AND MOBILISATION:

18.9.1 Contractor shall place the bowsers/ tankers within 30 days from the date of issue of LOA.

18.9.2 The duration of the contract may be extended for another 12 months at revised fixed rate as per SCC clause no. 15

18.10 OIL TANKERS/ BOWSERS:

18.10.1 Depending on the Company's requirement and work exigency, the contractor may be required to deploy the bowsers in Arunachal Pradesh also. In such case the contractor has to arrange for all necessary documents required for plying the vehicle in AP. An advance notice of three days will be given for the same.

18.10.2 The contractor shall have to provide the company the required nos. of bowsers/ tankers every day during the contractual period.

18.10.3 All the bowsers/ tankers for the service must be covered with the valid license from the appropriate Govt. authority.

18.10.4 Before commencement of the service the contractor must submit to Company full particulars of drivers, other work persons including valid licenses for the drivers. The company will facilitate arranging necessary permits/ passes for the drivers and other personnel to enable to enter into the company's protected area.

18.10.5 All the bowsers/ tankers to be provided for the service must be the same tanker(s)/ bowser(s) offered at the time of bidding for the contract and shall be road worthy.

18.10.6 Before the commencement of the service, the contractor shall produce the oil tankers to the company for thorough check up. Defects in the bowsers/ tankers, if any, pointed out by the company's representative shall forthwith be rectified by the contractor at his/ her own cost, before commencement of the service.

18.10.7 Inspection of the bowsers/ tankers will also be made during the tenure of the contract as per programs furnished by the Company's representative. Rectification of defects, if any, revealed from such inspection must be carried out at the contractor's cost and without affecting the operations.

18.10.8 The contractor is deemed to be fully conversant with the current rules and regulations from the Govt. authority regarding handling and transportation of petroleum products and shall declare in writing to this effect.

18.10.9 All bowsers/ tankers for the service must be provided with suitable earthing arrangements, fire extinguishers in working conditions while carrying out the contractual obligations. In built First Aid

Box in the driver's cabin with all requisite items must be provided. All the flange connections of the tank must be properly secured by welding metal strips on all the nuts on both sides.

18.10.10 Statutory warning as per OIL drawing No.1455 must be printed prominently over the tank body before commencement of the contract. The tank body of the bowser shall be painted throughout with 3(three) equal strips of colour, i.e., Crimson Red, White and Olive Green on both sides.

18.10.11 All the bowsers/tankers must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS CERTIFICATES, COMPREHENSIVE INSURANCE, TANK CALIBRATIONS CERTIFICATES, EXPLOSIVE LICENCE issued by the Govt. authority copies of which is to be submitted to OIL at the time of placement of bowsers/ tankers. Dipsticks are to be stamped & dated in accordance with the calibration certificates. Owner, Contractor's name and address with telephone number(s) shall be inscribed on the right side of the bowser/tanker.

18.10.12 The inscription "ON OIL INDIA DUTY" must be displayed with signal red paint prominently at the centre portion of the tank body on either side of each & every bowsers/ tankers deployed. The size of each letter should be 30 cm x 30 cm (aprox).

18.10.13 The contractor shall not engage bowsers/ tankers engaged for transportation of crude oil/ condensate of the Company for other works.

18.10.14 During the entire tenure of the Contract the Contractor have to deploy the same bowsers/ tankers offered in the bid, unless agreed to by the Company on written request from the Contractor. However, it is only applicable for placement of a bowser against a permanently damaged bowser. Even, if agreed by the Company, the replacement tankers /bowsers should be of the same specifications of that of the original bowsers/ tankers and of same or latest vintage than the original bowser.

18.10.15 The Contractor shall engage his own bowsers only during the entire period of the contract and shall not hire bowsers/ tankers from other parties for deployment under this contract.

18.10.16 **ADDITIONAL TANKER(S)/ BOWSER(S):** Company, depending upon the exigencies of work, may time to time require the services of additional tanker(s)/ bowser(s). As and when required by the Company, the contractor shall place these additional tankers/ bowsers at the same rate, terms and conditions of this contract. On being intimated about the requirement of additional tanker(s)/ bowser(s), the contractor shall mobilize these additional bowsers within the shortest period.

18.10.17 The contractor shall ensure that the tanker (bowser) is properly calibrated/ stamped under the Weights and Measures Act and that THIS SHALL BE CALIBRATED FOR SINGLE CAPACITY ONLY.

18.10.18 To monitor the movement of bowsers, the company may, at its discretion, install "Vehicle Tracking System" on some of the bowsers in which case the contractor shall have to take due care of the equipment of the above system. The above Vehicle Tracking System will be procured and installed by the company and the bowser movement data as recorded in the system will have to be accepted by the contractor. For any loss, pilferage or damage of the equipment of the aforesaid tracking equipment of any of the bowsers, the cost of the same will be recovered from the concerned contractor.

18.10.19 Necessary pump for loading and unloading the fluid to be supplied by the contractor along with each vehicle.

SPECIFICATION OF THE CENTRIFUGAL PUMP:

- (a) Density of fluid - 0.8 to 1.2 gm/cc
- (b) Pump capacity - 12 Kl/ Hr(Minimum)
- (c) Suction head - 5 m (Minimum)
- (d) Total head - 10 m (Minimum)
- (e) Suction end - 50 mm
- (f) Discharge end - 50 mm

The pump may be suitably Mounted on the truck and driven by either independent diesel engine or coupled with P.T.O (Power take off) of the truck. If the pump is driven by independent diesel engine, spark arrestor should be fitted in the exhaust of the same.

19.0 PROCEDURES OF COLLECTIONS, TRANSPORTATION AND DELIVERY OF CRUDE OIL/CONDENSATE:

19.1 The contractor/ his representative is to collect requisition slip from the unloading point without which they will not be allowed to load crude oil in the tankers from the loading point.

19.2 The contractor/ his representative/ driver will check and verify the quantity and quantum of crude oil/ condensate loaded to their tanker/ bowser by the company's personnel at loading point.

19.3 The contractor will ensure proper safety of loaded bowser/ tanker from the hazards of fire. No crude oil should leak from the body of the bowser/ tanker or drained off in any manner after sealing off the outlet points.

19.4 On taking delivery from the OIL's representative, contractor must ensure that the seals at the outlet of each chamber and the top cover on top of each chamber are intact till the crude oil is delivered at the unloading points.

19.5 The contractor must ensure that no loss of crude oil/ condensate occurs during transportation.

19.6 Loaded tanker must reach the unloading point within the stipulated time as given in the Clause-20.1 hereunder. Inordinate delay in travel time must be intimated in writing to the Company's representative either at the loading point or unloading point within a reasonable time not exceeding 24 hrs.

19.7 The seals fixed at the outlet of each chamber and top cover of each chamber of the bowser/ tanker must not be tampered. Company's representative at the unloading points will check and verify the seals before unloading the crude oil/condensate. In case of any doubt about the seals or in case of late arrival of loaded tankers/ bowsers at the respective unloading stations, the Company will have the right to carry out thorough investigation including testing of crude oil samples from such tankers/ bowsers and take necessary action as deemed fit.

19.8 There shall be no extra unloading arrangement in the bowser/ tankers other than the outlet at the manifold of the chambers.

19.9 The driver and other personnel engaged for the service should not be under influence of alcohol or any intoxication while carrying out the contractual obligations.

19.10 On completion of delivery, the contractor is to obtain signature of the Company's representative on delivery challans in token of delivering the right quality & quantity of the crude oil/ condensate at the unloading points. The receipt/ challan and the requisition slips are to be returned to the company at the office of the Engineer in-charge of the unloading point.

19.11 In case of any discrepancy/ dispute in dip measurement and any quality of the crude oil on arrival at the unloading point, the decision of the Company shall be final and binding on the contractor.

19.12 Company's representative at the unloading point/ station may refuse to accept loaded tanker/ bowser if there is reasonable proof of attempted tampering of the seals or pilferage of any nature. In such case, Company will hand over the case to the Govt. authority at the earliest possible time.

19.13 The loaded tanker/ bowser are to ply on the specific routes as directed by the Company. Prior written permission is to be obtained from the operating department in case bowsers are to be diverted through an unspecified route.

19.14 In case of road blockade etc. the Contractor shall inform the operating department for diversion of the loaded tanker/ bowser through the alternate route.

19.15 Services of the tanker/ bowser are not to be utilised for carrying other than petroleum products during the tenure of the contract.

19.16 THE CONTRACTOR MUST ENSURE THAT THE QUANTITY AND QUALITY OF THE TRANSPORTED CRUDE OIL SHALL REMAIN INTACT TILL THE CRUDE OIL IS DELIVERED AT THE UNLOADING POINT. ANY SHORTFALL &/ OR DETERIORATION OF THE QUALITY OF CRUDE OIL/ CONDENSATE SHALL BE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DEALT AS PER CLAUSE NO.8.1 OF SPECIAL CONDITIONS OF CONTRACT (SCC).

19.17 THE CONTRACTOR SHALL CARRY OUT ITS SERVICES SEVEN DAYS A WEEK THROUGHOUT THE CONTRACTUAL PERIOD AND EXTENSION PERIOD, IF ANY. THE TANKER(S)/ BOWSER(S) IS/ ARE TO BE DEPLOYED FOR 24(TWENTY FOUR) HOURS A DAY WHEREAS THE CREW(S) IS/ ARE TO BE DEPLOYED FOR 8 (EIGHT) HOURS A DAY ON HOURLY SHIFT BASIS.

IN CASE THE CREW(S) IS/ ARE REQUIRED TO BE DEPLOYED BEYOND 8 (EIGHT) HOURS IN A DAY. THE CREW(S) SHALL BE PAID OVERTIME WAGES FOR THE EXTRA HOURS OF WORK.

20.0 **SPECIAL CLAUSES:**

20.1 **TRAVEL TIME REQUIRED:**

DISTANCE TRAVEL TIME should be @ 20 Km/Hour.

(above travel time will be reviewed time-to-time depending on the road conditions and other factors)

20.2 In case of delay in arrival to the unloading point by more than the specified time limit as given in clause 20.1 above, the bowser/ tanker driver shall bring a certificate from the Contractor giving detailed reason of such delay.

20.3 In case of shut-down/ breakdown of bowser/ tanker Contractor must ensure to bring the entire quantity of crude oil/condensate from such bowser/ tanker to the destination.

20.4 Except for reasons like breakdown of pumps, electrical failure, non-availability of desired steam etc. at the loading point/unloading point the Contractor will be solely responsible to meet all the situation for smooth uninterrupted lifting of crude oil to facilitate ullage of crude oil for the purpose of uninterrupted production of crude oil.

20.5 During any unforeseen bandh, strikes etc., the Contractor will take all necessary steps as advised by the Production (Oil) Department to facilitate uninterrupted operations.

21.0 **ACTS OF MALPRACTICES:**

21.1 The following acts will be construed as a malpractice:

- a) Tampering with fittings/ fixtures for security sealing of bowser, calibration of bowser, Registration numbers of bowser, security locks and security locking systems.
- b) Forging of any document(s) during tenure of the contract.
- c) Pilferage/ short receipt of product.
- d) Not lodging FIR with the Police in case of accident, not informing OIL about the accident.
- e) Unauthorised deviation from specified route/unauthorized delay/ unauthorized enroute stoppage.

21.2 Penal action for Acts of Malpractices mentioned against item nos. 21.1(a), 21.1(b), 21.1(c) & 21.1(d) above:

- Bowser(s) caught for having indulged in malpractices, shall be immediately suspended by the company. However, an investigation will be conducted as per laid down procedure of the company.
- On investigation, if it is proved that the bowser crew alone is responsible for the malpractice/ irregularity, then that particular bowser will be blacklisted along with the bowser crew.
- If investigation reveals the complicity of the bowser contractor, then the contract will be terminated and the contractor will be blacklisted

21.3 Penal action for Acts of Malpractices mentioned against item nos. 21.1(e) above:

- (a) **1st instance:** The Bowser, along with its crews, will be suspended for one week.

- (b) **2nd instance:** The Bowser, along with its crews, will be suspended for one month.
- (c) **3rd instance:** The Bowser, along with its crews, will be black listed.

22.0 PENAL ACTION FOR PRODUCT SPILLAGE:

22.1 The following penal action will be taken for polluting environment by product spillage due to leaky/faulty vehicle:

- (a) **1st instance:** The Bowser, along with its crews, will be suspended for one week.
- (b) **2nd instance:** The Bowser, along with its crews, will be suspended for one month.
- (c) **3rd instance:** The Bowser, along with its crews, will be black listed.

23.0 SAFETY MEASURES:

The following safety guide lines/ measures will be strictly followed by the contractor:

- i. "Work Permit" shall be obtained from the concerned Section Engineer of the section before starting of the work and will be renewed from time to time as required.
- ii. Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.
- iii. Stand by fire fighting equipment will be deployed at the work site by OIL. However, the contractor's personnel deployed for the work must be capable of handling the fire fighting equipment at the time of emergency. If required the contractor's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.
- iv. 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.
- v. 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.
- vi. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- vii. 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. Rs.2460.00 (Rupees two thousand four hundred and sixty only) will be reimbursed against each contractor personnel to the contractor as cost incurred towards the PME on submission of the required documents.
- viii. 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.
- ix. 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.
- x. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- xi. The contractor shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.
- xii. 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.
- xiii. 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 once in five years for the employees below 50 years of age and once in three years for employees of 50 years of age and above.

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

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

xvi. 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.

xvii. 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.

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

xix. 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.

xx. 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.

xxi. 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.

24.0 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 comes to the notice of the Company anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/Contractor furnishes fraudulent document/false information in relation to the subject tender/contract, the Bidder/Contractor shall be debarred for a period of 3(three) years from participating in any tender of the Company, 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 by the Bidder/Contractor.

25.0 GENERAL CONDITION OF THE CONTRACT:

25.1 The bidder shall submit PAN, Service Tax Regd. no., Bank Account number, VAT Regd. number, Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F is required to be deposited later on, the same will be deposited by the bidder (applicant).

25.2 The Contractor has to submit return to Licencing officer as per Form XXIV{rule 82(1)of CL(R&A) Act, 1970 and rules framed there under}

25.3 The Contractor has to provide Employment Card as per Form no. XIV {rule 76 of CL(R&A) Act, 1970 and rules framed there under}

25.4 The Contractor has to maintain Muster roll as per form no. XVI {rule 76(1)(a)(i) of CL(R&A) Act, 1970 and rules framed there under}. The Contractor has to submit the same if required.

25.5 The Contractor has to maintain Register of wages as per form no. XVII {rule 78(1)(a)(i) of CL(R&A) Act, 1970 and rules framed there under}. The Contractor has to submit the same if required.

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

SUB: SAFETY MEASURES

Description of work/service:

HIRING OF 4 (FOUR) NOS. 12KL CAPACITY BOWSERS WITH SELF LOADING AND UNLOADING FACILITIES FOR TRANSPORTATION OF LOW WAX CRUDE OIL (LWC) FOR A PERIOD OF THREE YEARS WITH A PROVISION OF EXTENSION BY ANOTHER ONE YEAR.

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 4 (FOUR) NOS. 12KL CAPACITY BOWSERS WITH SELF LOADING AND UNLOADING FACILITIES FOR TRANSPORTATION OF LOW WAX CRUDE OIL (LWC) FOR A PERIOD OF THREE YEARS WITH A PROVISION OF EXTENSION BY ANOTHER ONE YEAR - UNDER IFB NO. CDI2864P17**. 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:

To,
DGM-Contracts(HoD)
Oil India Limited
Duliajan

Dear Sir,

Please find enclosed herewith the following documents for your perusal and necessary action.

Name of the firm :	
Nature of the firm : (Limited Company/Partnership/Sole Proprietor etc.)	
Year of establishment :	
Sales Tax Registration No. :	
Registered postal address :	
Name of Directors : (in case of Company)	
Name of Proprietor : (in case of sole proprietor)	
Name of the partners : (in case of partnership)	
Permanent Income Tax No: :	
Name of Bank, Place & A/c No: :	
Service Tax Registration No. :	
VAT Registration No. :	
Provident Fund Registration number / or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant)	
Name of person authorized to deal with the proceedings on behalf of the Contractor : (with attested 3 copies of the authorisation letter from the Contractor).	

Yours faithfully

Signature: _____

Name in Block letters: _____

For M/s _____

FORMAT FOR UNDERTAKING
(IN TERMS OF BEC CLAUSE NOS. 1.4 & 1.5 OF TENDER NO. CDI2864P17)
(On Non-Judicial Stamp Paper of Rs. 100/-)

TO BE NOTORISED

To

DGM-Contracts(HoD)
OIL INDIA LIMITED
DULIAJAN

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER AND THE OWNER OF
BOWSER(S)/TANKER(S) IN RESPECT OF TENDER NO CDI2864P17

This is in connection with the Bid submitted byagainst Tender No. CDI2864P17 for hiring of services of Bowser(s)/Tanker(s). The bid has offered following vehicles for placement in OIL. The offered vehicles are in the name of the bidder as detailed herein below:

<u>Vehicle Registration No.</u>	<u>Year of Manufacture</u>	<u>Name of the Owner</u>
1.....		
2.....		
3.....		
4.....		

Now, we, the Bidder do hereby confirm and undertake that the offered vehicles, as detailed hereinabove

- Shall be placed in OIL for entire period of contract or period of extension, if any, in the event of award of the contract to the bidder, except otherwise as provided in Clause-9.4 of the Special Condition of the Contract(SCC) of the Tender.
- Are not offered and/or included in any other offer(s) under the subject Tender.
- Shall not be transferred in the name of any other person during the period of contract or any extension thereof, except on account of death of the owner.

We, further agree and undertake that in case of any violation of the above undertaking, OIL shall be at liberty to take appropriate action against us in terms of the Tender.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory _____
(BIDDER and OWNER OF THE VEHICLES at Sl 1,2, 3 & 4 above)

Place:-

Date:-

FORMAT FOR DECLARATION REGARDING MOBILIZATION
(IN TERMS OF BEC CLAUSE NO. 1.6 OF TENDER NO. CDI2864P17)

To
The **DGM-Contracts(HoD)**
Oil India Limited
Duliajan

Sub: **Declaration regarding mobilization of tankers / bowzers.**
IFB No. CDI2864P17

Dear Sir,

With reference to above mentioned tender, I / we hereby confirm that if the contract under the above tender is awarded to me / us, I / we will mobilize the tankers / bowzers as per the desired specifications as detailed in the NIT and tender document within 30(thirty) days from the date of issue of Letter of Award (LOA) and start the job accordingly.

Yours faithfully,

Signature_____

Name of the Bidder_____

ON NON-JUDICIAL STAMP PAPER OF Rs.20/-
BEFORE THE NOTARY PUBLIC AT

Dated _____

A F F I D A V I T

(In terms of BEC Clause 1.7 of the Tender No CDI2864P17)

I,, son/daughter/wife of, aged about.....years, by profession, Businessman and presently residing at, in the District of, do hereby solemnly affirm and state as follows:-

1. That I am the Sole Proprietor/Partner/Attorney of the Firm M/s.....,(Place) and on being duly authorized, I am competent to swear the instant Affidavit on behalf of the aforesaid Firm.
2. That, the aforesaid Firm has participated in the Tender No CDI2864P17 for hiring of services of Bowser(s)/Tanker(s) and has submitted a bid against the Tender.
3. That, copies of following documents have been submitted along with the bid dated, as required by the Tender.
 - a.....
 - b.....
 - c.....
 - d.....
4. That, all the aforesaid documents are the true copies of the Original documents and all the documents are authentic and genuine. In case of submission of false/fraudulent document(s), OIL shall be at liberty to take appropriate action against the Firm/Bidder in terms of the Tender/contract, including but not limited to rejection of bid or termination of the contract, as the case may be.

The Deponent Sri/Smt _____, sign as

DEPONENT

VERIFICATION

I Sri/Smt _____ the above named deponent do hereby verify on oath that the contents of the affidavit above are true to my personal knowledge and nothing material has been concealed or falsely stated. Verified at _____ this _____ day of _____

DEPONENT

IDENTIFIED BY:

(_____)

ADVOCATE:

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

NOTARY (Signature with Seal)

Signature of Head of Department

B.T. No.

OIL INDIA LIMITED

PROFORMA - II

(A Govt. of India Enterprise)

MONTHLY KILOMETERAGE STATEMENT CUM-BILL FOR HIRED VEHICLE

Type of Vehicle :

Tax Paid upto :

Month : Year :

Insurance valid upto :

Agreement No : W.O. No.

Permit valid upto :

Vehicle Regd No. :

Fitness valid upto :

Name of user Department :

Pollution valid upto :

Daily Duty timing of Driver(s) :

Date	Opening K. M.	Closing K. M.	Total K. M.	K.M. run on Company Duty	Private K. M.	Shutdown Details	O.T. (Hrs.) for Driver	O.T. (Hrs.) for Helper(s)	Remarks
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
Total									

SUMMARY OF DUTIES

- Total No. of days & hrs. on Company Duty :
- Total K. M. run on Company Duty :
- Number of extra helpers : a) Nos. for days
(In case of Truck etc.) b) Nos. for days
- Overtime in hrs a) Driver.....
b) Helper (in case of Truck etc.).....

Checked & corrections made wherever necessary .

Signature of Contractor

Signature of HoD of user department

Name

Name Designation

Salary Code

Name of Contractor _____

Agreement No. _____

Contract No. _____

Date: _____

This is to certify that all statutory regulations effecting the operations of the above-mentioned Agreement have been complied with for the services rendered to Oil India Limited during the month of _____

It is also certified and all drivers etc. employed by the undersigned in the operation of hired tanker(s)/ bowser(s) contract under contract no. _____ have been paid wages and the terms and conditions of their employment have been regulated strictly in accordance with the provisions of the relevant statutes/gazette notification governing the same.

Signature of Contractor _____

Name of the Contractor _____

Date: _____

DECLARATION OF PAYMENT OF WAGES TO DRIVER & HELPERS / ATTENDANTS

Month & Year : _____
Contract No : _____
Vehicle registration number: _____
Name of contractor : _____
Hiring services of : _____

It is hereby certified that the applicable wages in full to the crew (driver(s)/helper(s)) listed below has been paid as per the rate of wages with effect from 01.01.2014 engaged against the above mentioned contract with **OIL INDIA LIMITED**.

Name of Driver/Helper/Attendant	Payment for the period		Details of cheque (copy enclosed)	Amount (Rs.)	Signature of Driver/ Helper/ Attendant
	From	To			

Note: Additional format to be attached in case more number of driver/helper/attendant.
To be enclosed with monthly statement/bill/COP

DATE:

NAME AND SIGNATURE OF THE CONTRACTOR

BID FORM

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

Sub: IFB No. CDI2864P17

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. CDI2864P17

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. **CDI2864P17** for **Hiring of 4 (four) nos. 12KL capacity bowzers with self loading and unloading facilities for transportation of Low Wax Crude oil (LWC) for a period of three years with a provision of extension by another one year** 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