

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN – 786602, ASSAM

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal [“https://etender.srm.oilindia.in/irj/portal”](https://etender.srm.oilindia.in/irj/portal) for the following services under single stage – 2 bid system

1.0 IFB No.	CDI6435P15
Service Requirement	Hiring services of light passenger vehicles (On call basis) for a period of 02(two) years and extendable by another 01(one) year at the sole discretion of Oil India Limited & at the same rates, terms and conditions.
Cost of Bid Document	₹2000.00
Bid Security(EMD)	₹34,000.00
Period of Sale of Bid Document/Issue of User ID & Password	17.03.2015 TO 21.04.2015(15:30Hrs)
Bid Closing / Opening Date & Time	28.04.2015 (11:00 Hrs / 14:00 Hrs)
<p>Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank 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 to Head-Contracts, 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). <i>Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid Document cost & Bid security against the IFB through the online payment gateway.</i></p> <p>No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned above and will be allowed to participate in the bidding through OIL's E-Procurement portal</p> <p>PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.</p>	
<p>The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com</p>	

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

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE – 2 BID System** through its e-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services:

DESCRIPTION OF WORK/ SERVICE:

HIRING SERVICES OF LIGHT PASSENGER VEHICLES (ON CALL BASIS) FOR A PERIOD OF 02(TWO) YEARS AND EXTENDABLE BY ANOTHER 01(ONE) YEAR AT THE SOLE DISCRETION OF OIL INDIA LIMITED & AT THE SAME RATES, TERMS AND CONDITIONS.

IFB NO: CDI6435P15**Type of IFB:** Single Stage- 2 Bid System**LOCATION:** ALL AREAS OF ASSAM & ARUNACHAL PRADESH**CONTRACT PERIOD:** 02 (two) years with a provision for extension by another 01 (one) year**BID CLOSING/ OPENING DATE & TIME:** 28.04.2015 (11:00HRS/14:00 HRS)

Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

Bid Opening Place : Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam

Bid Validity : 180 days from Bid opening Date

BID SECURITY AMOUNT: Rs.34, 000.00(Rupees Thirty Four Thousand Only)

AMOUNT OF PERFORMANCE SECURITY: 2.5% of total Contract Value

- a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No._____dated_____ of_____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the bid closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced Techno-commercial bid documents

- b) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 2.5% of contract price and this will not earn any interest.**

2.0 SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of:

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.

All bidders shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN or it can be paid through the online payment Gateway against this Tender.** This BID SECURITY 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(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected** except those are exempted.

Exemption from submission of bid security: "Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC /Directorate of Industries are exempted from submitting Bid Security. However the firms registered with NSIC /Directorate of Industries shall have to submit evidence that they have a current and valid registration for the service they intend to bid including the prescribed monetary limit."

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

4.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.

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 as "Personal" 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 in full and debarred from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

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

8.0 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 bid documents.

8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.

8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/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.

8.3 In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.

8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/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.

8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone(Landline Bill)/Electricity/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.

8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone(Landline Bill)/Electricity/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.

8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ 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.

9.0 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.

10.0 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.

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

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 Performance Security Money shall not earn any interest.

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

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

15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security/Performance Security shall be forfeited and the bidder / the party/the contractor

shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

16.0 The tender will be governed by:

Forwarding Letter.

Instruction to Bidders

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

Part - I - General Conditions of Contract. (GCC)

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

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments-

Part-V-Safety Measures (SM)

Integrity Pact-Applicable for this IFB

Proforma and Annexures

17.0 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 (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway. 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: SRI RAGHAW SHARAN PANDEY, Formal Secretary, MOP & NG, E-mail ID: raghaw_pandey@hotmail.com has been appointed as Independent External Monitors)

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :

To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on

Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

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.

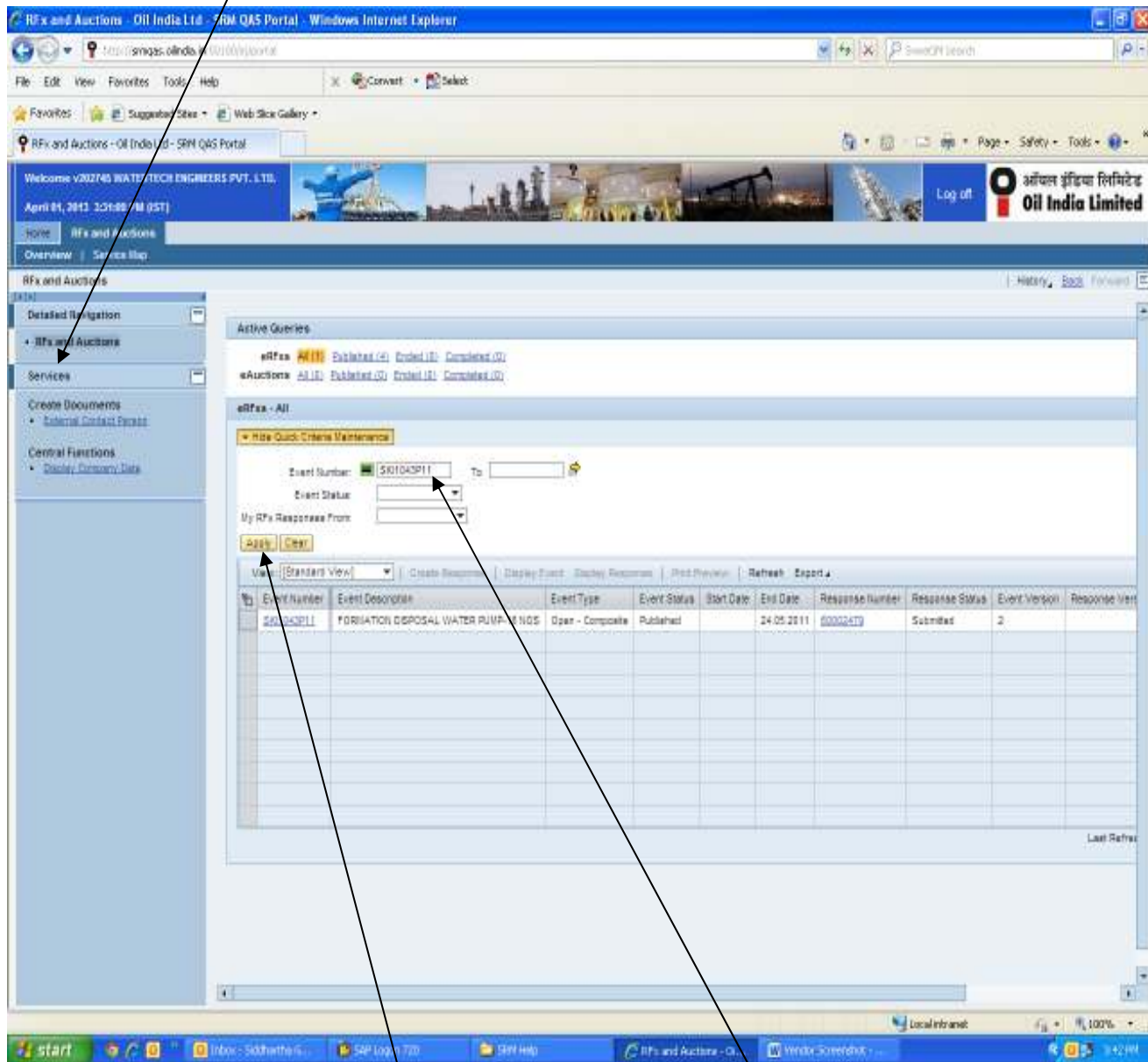
19.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

1.

Select RfX and Auction Tab



2.

3.

Please enter the IFB No. here & Click Apply Tab

FORWARDING LETTER

E-TENDER NO: CDI6435P15

After following the above mentioned steps, the details of the IFB under RFX information will be displayed as shown in the page below.

The screenshot displays the 'Display RFX' page in a web browser. The page title is 'RFX - Oil India Ltd - SRM QAS Portal'. The browser window shows 'Windows Internet Explorer'. The page has a navigation bar with 'RFX Information', 'Items', 'Notes and Attachments', 'RFX Parameters', 'Questions', 'Note and Attachments', and 'Conditions'. The 'RFX Information' tab is active. The main content area shows the following details:

- RFX Number: SD07155P15
- RFX Name: Oil RFX Open Compressed Bio 1B0T
- RFX Status: Published
- RFX Start Date: 12/04/2013 11:00:00
- Submission Deadline: 12/04/2013 11:00:00
- Remaining Time: 10 Days 18:25:18
- RFX Owner: Oil India Ltd
- RFX Version Number: 2
- RFX Version Type: Active Version

Below the navigation bar, there are two sections: 'RFX Parameters' and 'RFX Information'. The 'RFX Parameters' section includes fields for Time Zone (IST), Start Date (12/04/2013 00:00:00), Submission Deadline (12/04/2013 11:00:00), Opening Date (12/04/2013 14:00:00), Currency (INR), Price Bid Opening Date, Pre-Bid Conference Time (00:00:00), Pre-Bid Conference Date, Last Time of Tender Fee Payment (11/00:00), Last Date of Tender Fee Payment (12/04/2013), Last Time to receive RBC queries (00:00:00), Last Date to receive RBC queries, Contract Details (AUS), Earnest Money Deposit - USD (12,500.00), and Earnest Money Deposit - INR (8,000,000.00). The 'RFX Information' section includes fields for Valuation Type (NON-ELIGIBLE FOR NL DUTY/DEEMED EXPORT), Bank Guarantee (APPLICABLE @ 1% OF ODR VAL), Integrity Pool (Not Applicable), EMD Validity Period (12/04/2013), Tender Type (ICB International Competitive Bidding), Tender Fee in USD (1,000.00), Tender Fee in INR (85,000.00), and Price Bid Opening Time (00:00:00).

Below the 'RFX Information' section, there is a 'Partners and Delivery Information' section. It includes a table with the following data:

Function	Number	Name	Phone Number
Requester		Ext req transfer user SERVICE_R3	
Goods Recipient		Ext req transfer user SERVICE_R3	
Ship-To Address		Assam- Services	2800414
Location		Raxaul- Services	2800414

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.

HEAD-CONTRACTS

INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-(**Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact-Applicable for this IFB.
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

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

3.0 TRANSFERABILITY OF BID DOCUMENTS :

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal. Bid form to be uploaded with Technical Bid.

7.0 BID PRICE:

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

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

7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid

Response

Edit RFx Response:

Submit | Read Only | Print Preview | Check | Technical RFx Response | Close | Save | Delete | Verify signature | Sign Response

RFx Response Number: 68885122 | RFx Number: 577 | Status: Saved | Submission Deadline: 06/03/2013 09:00:00 NDA | Opening Date: 06/03/2013 09:00:00 NDA | Remaining Time: 0 Days 03:19:18
 RFx Owner: WSRM_31007 | Total Value: 0.00 BIR | RFx Response Version Number: Active Version | RFx Version Number: 2

RFx Information | Item | Notes and Attachments | Conditions | Summary | Tracing

Basic Data | Questions

Question	Reply	Comment
exclusive Test:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
INDICATED IAC IS INCLUDED IN THE FOR PRICE:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
FROM OCEAN FREIGHT: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU MENTIONED THE TM CHARGE: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU SUBMITTED THE SAMPLE:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BIC (COMMERCIAL): <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes

Page: 9 of 9 | Words: 1 | English (India)

20/51
05-03-2013

Next Screen on clicking Notes & attachment Tab and go to edit mode

Bidders can insert comments here

RFx and Auctions - OIL India Ltd e-Procurement System - Microsoft Internet Explorer

Display RFx Response:

RFx Response Number: 60006427 RFx Number: Status: Saved Submission Deadline: 28.03.2013 11:00:00 INDIA
Opening Date: 07.03.2013 14:00:00 INDIA Remaining Time: 2 Days 01:41:02 RFx Owner: Total Value: 0.00 INR
RFx Response Version Number: Active Version RFx Version Number: 6

RFx Information | **Notes and Attachments** | Summary | Tracking

Notes

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

Attachments

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	1			46	32		03.03.2013

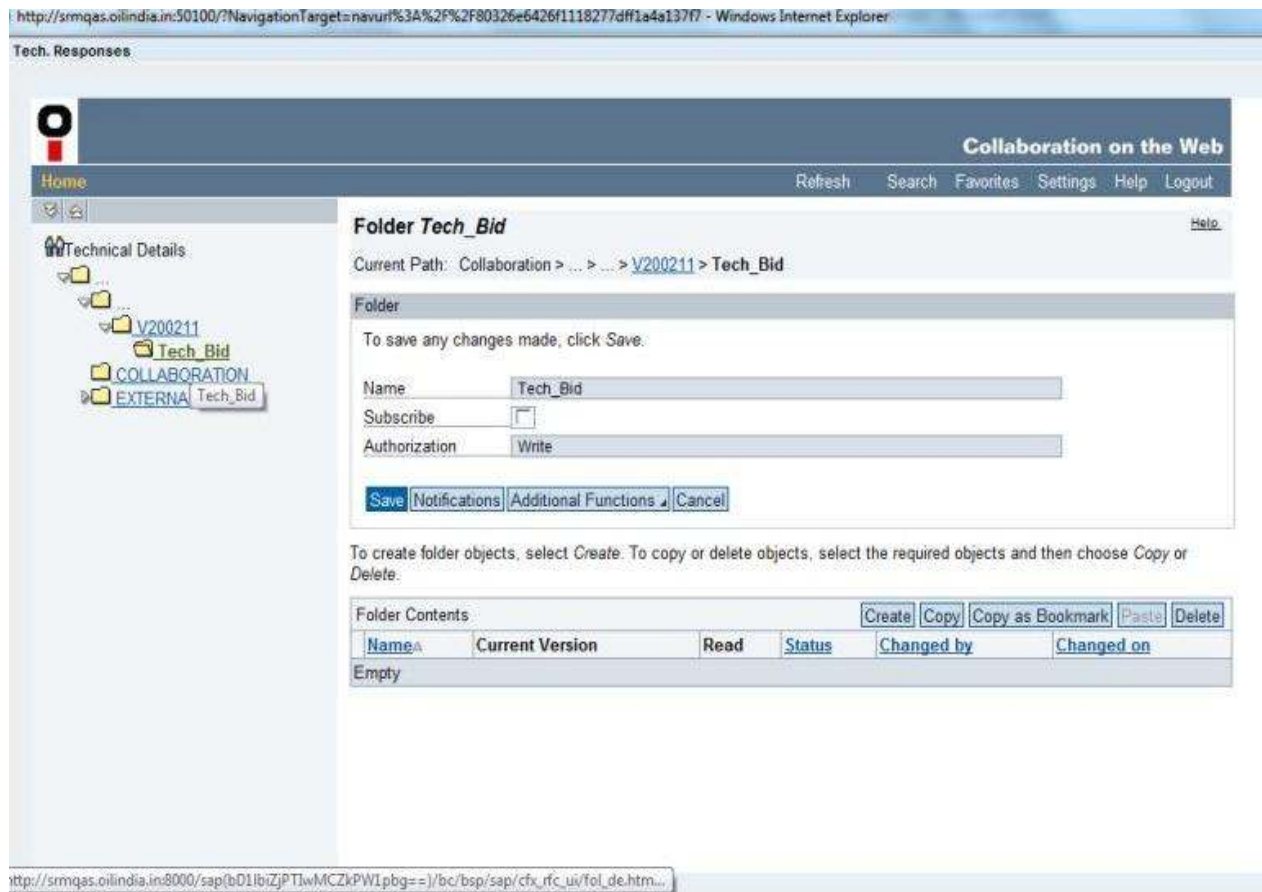
1 2

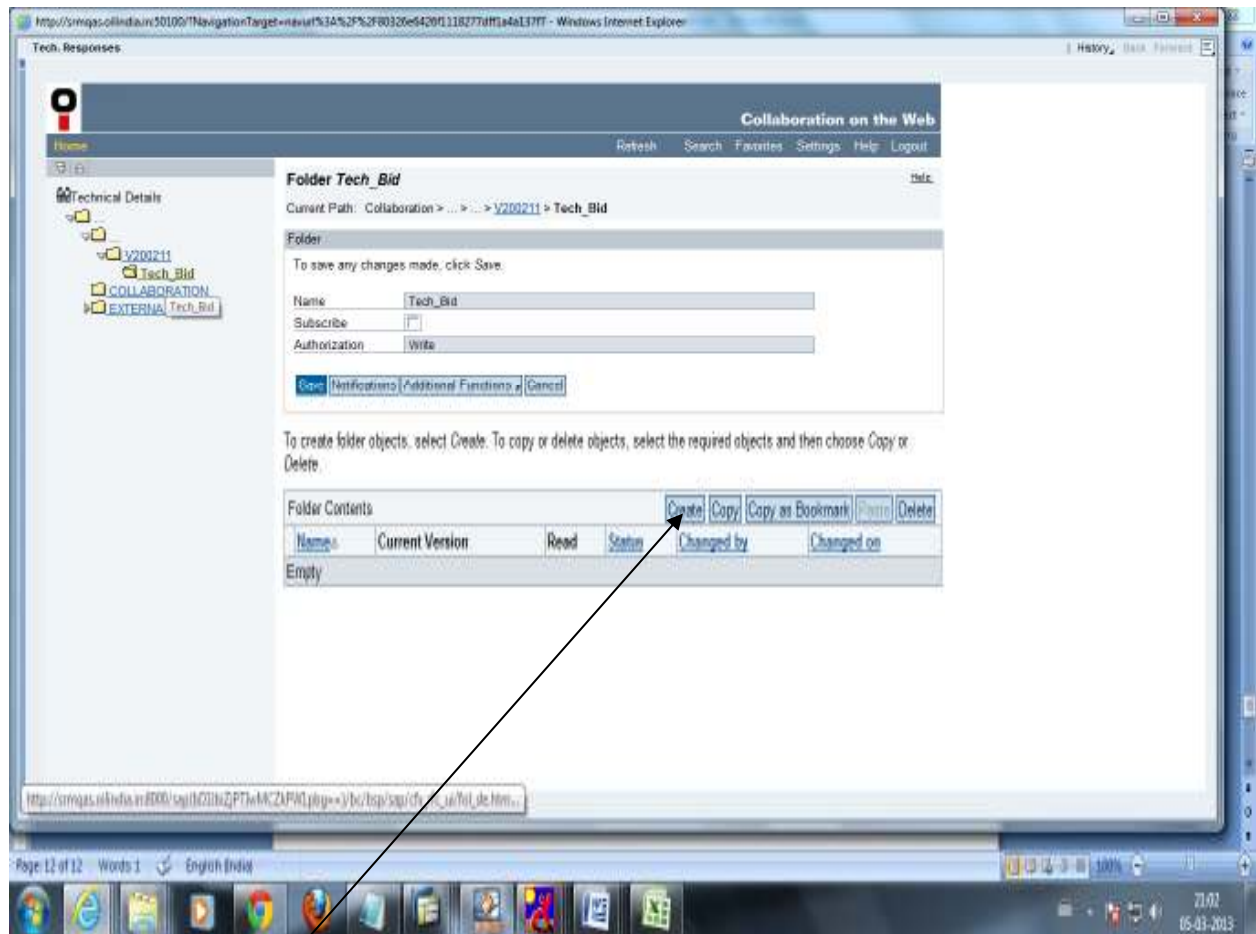
Price Bid Format to be attached here after digitally signing the attachment

Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on [Technical Rfx Response](#) , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window(Screen shot Below)





Click on button Create to create and upload new document.

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

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

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

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

10.0 FORMAT AND SIGNING OF BID:

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

11.0 SUBMISSION OF BIDS.

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital 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.

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 it's proper usage by their employees.

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

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

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to 11.00 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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

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

13.0 LATE BIDS:

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

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

15.0 EXTENSION OF BID SUBMISSION DATE :

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

16.0 BID OPENING AND EVALUATION:

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

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

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

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

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

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

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

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

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

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

17.3 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.

18.0 CONTACTING THE COMPANY:

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

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

19.0 AWARD CRITERIA:

19.1 OIL will award the Contract to the successful Bidder 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.

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

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

21.0 NOTIFICATION OF AWARD:

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

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

22.0 SIGNING OF CONTRACT:

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract,

Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

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

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

24.0 BID DOCUMENT :

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

25.0 Mobilization Period: 01(One)Month from issue of LOA.

&&&&&&&&&&& END OF ITB &&&&&&&&&&&

BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER:

1.0 BID REJECTION CRITERIA (BRC): The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and summarily rejected.

1.1 TECHNICAL:

1.1.1 The average Annual financial turnover of the bidder during the last 3(three) financial years ending 31st March 2014, must be minimum of Rs. 21.00 Lakh (Rupees Twenty One Lakhs only).

For proof of Annual Turnover any one of the following documents (attested/self-attested copies) must be submitted along with the un-priced Techno-commercial bid:-

- (i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.
OR
- (ii) Copy of Audited Profit and Loss account and Balance Sheet for last 03(three years) ending March'2014

1.1.2 The bidder must have experience of successfully completed “**similar works**” [Definition of **similar works** spelt out in the Note (1) to Clause 1.1.2 below] during last 7 (seven) years ending on last day of the month previous to the one in which tenders are invited and should be either of the following:

(a) Single contract of minimum value of Rs. 55.0 Lakhs (Rupees Fifty Five Lakhs Only)

OR

(b) Two contracts of minimum value of Rs. 34.0 Lakhs (Rupees Thirty Four Lakhs Only) each

OR

(c) Three contracts of minimum value of Rs. 28.0 Lakhs (Rupees Twenty Eight Lakhs Only) each

NOTE TO CLAUSE NO.1.1.2:

1. **"Similar Works"** means – Services of providing Transport Services on hired basis to PSU / Central / State Government (Organization / Corporation).

2. For proof of requisite experience, Photocopy (attested/Self attested copy) of any of the following must be submitted along with the application.

(i) In case of OIL contractors, copy of "Certificate of Completion (COC)" / "Certificate of Payment (COP)" etc. of jobs successfully completed showing gross value of job done. It may be clearly noted that simply mentioning of OIL Contract Number will not be accepted.

(ii) Certificate issued by any other Public Sector Undertaking / Central / State Government (Organization / Corporation) showing:

(a) Gross value of job done and

(b) Nature of job done and

(c) Time period covering as per the NIT.

Only LOA (Letter of Award), Work Order copy is not acceptable.

1.1.3 The categories of vehicles have been grouped as follows:

(Same description as mentioned or of higher variant within same Make & Model)

Group-A

CAT-I: Tata Indica V2 LS (Non-AC Operation)

CAT-II: Tata Indigo eCS GVX / Maruti Swift Dzire VXI /

Chevrolet Sail 1.2 LS ABS (Both AC & Non-AC Operation)

Group-B

CAT-III: Tata Sumo Gold CX BSIII/Mahindra Bolero DI BSIII (Non-AC Operation)

CAT-IV: Toyota Innova 2.5 E PS 8 STR BS-IV / Tata New Safari DICOR 2.2 EX 4x2 / Chevrolet Tavera Neo 3 LT 9 STR BS-IV / M&M Scorpio SLE BS-IV (AC Operation)

Group-C

CAT-V: Toyota Etios V / Ford Classic 1.6 Duratec Titanium (AC Operation)

CAT-VI: Fiat Linea Active T-Jet (AC Operation)

CAT-VII: Honda City 1.5 S MT / Hyundai Verna Fluidic 1.6 VTVT EX (AC Operation)

Note: The vehicles mentioned against an individual category will be considered at par. Also vehicles must be of same description as mentioned or of higher variant within same Make & Model

1.1.4 The Bidder(s) must possess a minimum fleet of 7 (seven) nos. of light commercial passenger vehicles of which minimum 01(one) no. of vehicle per group (as in Clause 1.1.3 above) must be in the Bidder's own name and rest

can be in others' name (either in combination or otherwise of the above categories of vehicles only) as on the Bid Closing Date

NOTE TO CLAUSE NOS. 1.1.3 & 1.1.4:

- (a) The vintage of vehicles offered by the Bidder(s) must not be more than 02 (two) years as on the Bid Closing Date.
- (b) The make, model & variant of the vehicle(s) to be offered by the Bidders' (either in his/her/their own name or in the name of others') must not be less than that mentioned in Clause 1.1.3 above.
- (c) For proof of owning of the categories of vehicles in the name of the Bidder(s) or others' as mentioned, attested/self attested copies of the following must be submitted along with the Bid:
 - i. Valid Registration Certificates of the vehicles for plying as taxi as on the Bid Closing Date.
 - ii. Valid Vehicle Insurance as on the Bid Closing Date.The original copies of documents as mentioned above must be produced to OIL for verification as and when required.
- (d) For the vehicle(s) which are in others' name, apart from the **mandatory minimum 01 (one) nos. of vehicle per group in Bidder's own name**, then the Bidder must submit a declaration from the owner of the vehicle in the form of Court Affidavit that if awarded contract in the name of the Bidder then the owner of the vehicle will have no objection in providing the services of his/her/their vehicle in the Bidder's name and under the terms & conditions of this tender / contract for the entire duration of the contract, including extension if any.

Scanned copy of the affidavit as mentioned above (if applicable) must be submitted along with the Un-Priced Techno-Commercial Bid and the original hard copy must reach the Office of Head-Contracts before the Bid opening date & time.

1.1.5 Bidder must give an undertaking in prescribed format enclosed vide **Annexure-B** confirming that if awarded with the contract by OIL, he/she would supply light commercial passenger vehicles as per OIL's requirement strictly as per the specifications and all other requirements and terms & conditions of the tender document (detailed in Part-III of this tender document).

1.1.6 In case of partnership firm, deed of partnership (attested/self attested copy) specifying power of attorney must be provided without which the bid will be rejected.

ANNEXURE-B**FORMAT FOR UNDERTAKING REGARDING MOBILIZATION**
(TO BE SUBMITTED BY THE BIDDER ALONGWITH THE BID)
(IN TERMS OF BRC CLAUSE NO. 1.1.5)

To
The **HEAD – CONTRACTS**
Oil India Limited
Duliajan

Sub: **Undertaking as per BRC Clause No. 1.1.5**
IFB No : CDI6435P15

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 supply light commercial passenger vehicles as per OIL's requirement strictly as per the specifications and all other requirements and terms & conditions of the tender document (detailed in Part-III of this tender document).

Yours faithfully,

Signature_____

Name of the Bidder_____

1.2 COMMERCIAL:

1.2.1 Bids are invited under Single Stage 2- bid system i.e., Bidders must offer firm rates in Indian Rupees only.

1.2.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

1.2.3 Bid security (EMD) shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security (EMD) will be rejected straightway, except those are exempted.

1.2.4 System will not permit submission of bids after the scheduled bid closing date and time.

1.2.5 Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.

1.2.6 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.

1.2.7 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the item, NIL should be mentioned against such part of work.

1.2.8 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

- a) Performance Bank Guarantee clause
- b) Force Majeure clause
- c) Tax liabilities clause
- d) Arbitration clause
- e) Applicable Law
- f) Liquidated Damage clause
- g) Integrity Pact

1.2.9 Integrity Pact (duly signed) should be submitted along with unpriced-Techno commercial Bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway

1.2.10 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

1.2.11. Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

1.3 GENERAL:

1.3.1 Bidders should provide **self attested/attested copies** of Service Tax Registration Certificate, VAT registration Certificate, PAN Card, P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)

1.3.2 OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.

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

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

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

1.3.6 The originals of all documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for. OIL shall be at liberty to verify the authenticity of the submitted documents either with the originals or from the issuing authority or both.

1.3.7 The bids not conforming to complete scope of work will be rejected

2.0 BID EVALUATION CRITERIA

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

Note: Bidder has the option of submitting rates against 01(one) group or more than 01 (one) group. A Bidder quoting against a particular group must quote against all the categories (item-wise) under that group failing which the Bid is liable to be rejected.

2.1 Except rates at which the contract(s) are finalised including escalation/reduction in the same due to change in fuel price, as applicable, no other charges, whatsoever may be, shall be payable to the contractor under this contract agreement.

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

3.0 AWARD OF CONTRACT:

(a) The lowest individual item-wise rates from the Bidders' quoted rates or as per OIL's Internal Estimate (whichever is lower) across a group will be considered for evaluation.

(b) The lowest individual item-wise rates across a group, arrived at as per Clause-3.0(a) above, will be offered to all the Bidders quoting against that group for their acceptance.

(c) Award of contract against a group will be done as under:

(i) If the no. of Bidders accepting the offered lowest individual item-wise rates across a group is 01 (one) no. then contract against that particular group will be awarded to the only Bidder accepting the offered lowest individual item-wise rates across that particular group.

(ii) If the no. of Bidders accepting the offered lowest individual item-wise rates across a group is 02 (two) nos. then contracts against that particular group will be awarded to both the Bidders with equal splitting in contract value & quantity.

(iii) If the no. of Bidders accepting the offered lowest individual item-wise rates across the group, is more than 02 (two) nos. then contracts against that particular group will be awarded to 02 (two) nos. of Bidders on the basis of Draw-of-Lots (Lottery) held amongst the qualified Bidders (i.e. Bidders accepting the offered lowest individual item-wise rates across the group) with equal splitting in contract value & quantity.

Note: If same Bidder is selected for award of contract in more than one group then such bidder will be awarded a single contract comprising of all the groups, on proportionate basis per group [worked out as per Para 3.0 (c) – (i), (ii) & (iii) above].

*****END OF BRC-BEC*****

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

DESCRIPTION OF WORK/SERVICES:-

Hiring services of light passenger vehicles (on call basis) for a period of 02(two) years and extendable by another 01(one) year at the sole discretion of Oil India Limited & at the same rates, terms and conditions

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

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

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 **104 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work 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, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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 neighborhood.

10. The tendered all-exclusive of Service Tax Price (the Contract price) is Rs. XXXXXXXXXX(Not to be filled up by the bidder. This will be entered at the time of Signing of the agreement) 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 oftener than monthly, up to the amount of 92.5% 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:

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration: Duliajan

22. FORCE MAJEURE:

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

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:

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

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

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization/completion date subject to a maximum ceiling of 7.5% of contract value.

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)

(Signature of witness)

And in presence of

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation

Date_____

A. The following categories of vehicles are to be hired on call basis:

- a. Tata Indica V2 LS - CatI (Non A/C)
- b. Tata Indigo eCS GVX / Maruti Swift Dzire VXI / Chevrolet Sail 1.2 LS ABS - CatII (AC / Non-AC)
- c. Tata Sumo Gold CX BSIII / Mahindra Bolero DI BSIII- CatIII (Non-AC)
- d. Toyota Innova 2.5 E PS 8 STR BS-IV / Tata New Safari DICOR 2.2 EX 4x2 / Chevrolet Tavera Neo 3 LT 9 STR BS-IV / M&M Scorpio SLE BS-IV - CatIV (AC)
- e. Toyota Etios V / Ford Classic 1.6 Duratec Titanium - CatV (AC)
- f. Fiat Linea Active T-Jet - CatVI (AC)
- g. Honda City 1.5 S MT / Hyundai Verna Fluidic 1.6 VTVT EX - CatVII (AC)

B. The vehicles supplied by the Bidder(s) / Contractor(s) must be in absolutely sound mechanical as well as physical condition with proper and clean upholstery and standard accessories

C. The driver(s) engaged by the Bidder(s) / Contractor(s) shall be -

- (a) Competent, experienced and well behaved with proper uniform.
- (b) Must be in a fit physical and mental condition and shall not be under the influence of intoxication of any type.
- (c) Should possess valid driving licence, which must be furnished to the Company for verification as and when asked for.
- (d) Should be well acquainted with the important landmarks in and around Duliajan and installation of the Company in and around Duliajan.
- (e) Should have good understanding of applicable traffic rules and must carry a mobile phone.

D. The vehicle(s) engaged by the Contractor(s) for providing the services are to be comprehensively insured against all risks at the Contractor's own cost.

E. The vehicle(s) should be made available at short notice (maximum 2 Hrs notice will be given) at all times. However, the normal duty of 8 (eight) hours of the vehicle(s) will start once the vehicle(s) report for duty at the office of Head-Admin. Cost in respect of vehicle(s) reporting for duty at the Office of Head-Admin or his/her nominee is deemed to be included in the Minimum Charge per day and no additional charge in this respect will be payable by the Company (OIL). Bidder(s) should furnish a contact telephone number which should be manned round the clock for prompt disposal of services.

F. In the event of the Bidder(s) failing to provide the vehicles at the designated place/ time for any reason, Company reserves the right to hire the vehicle(s) from local market and shall recover such hire charges from the contractor. In the event of breakdown of any vehicle while on Company's duty, a replacement vehicle must be arranged within reasonable time at no extra cost to the Company.

G. Company will not be held responsible in case of any accident, theft and loss of vehicle, violation of traffic rules or any penalty imposed by Government law enforcing agencies / authorities during OIL's duty.

H. A list of authorised officers of the company will be provided to the Contractor(s), who will place the demand for requirement of vehicles (on call basis).

I. The Bidder(s) will have to declare the location of his/her/their garage from where the Bidder(s) will be providing the services.

J. If the Bidder(s) / Contractor(s) provides a higher variant within the same make & model (category as advised by the authorised Company Officer for a specific duty) then payment will be made against the category for which the requirement was placed by the authorised Company Officer i.e. no extra charge will be payable by the Company for providing a vehicle of higher variant within the same make & model.

1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES

In this contract, unless the context otherwise requires:

1.1 "AGREEMENT" means this service agreement.

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

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

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

- i) Carriage of unauthorised passengers by the Transport Supplier (during allotted duty) while under this agreement with the Company;
- ii) Disruption of service without the consent of the Company Officer / Engineer;
- iii) Failure of the Transport Supplier to place the vehicle(s)/equipment for periodic inspection as deemed fit by the Company's Officer / Engineer.

1.6 "COMMENCEMENT OF SERVICE" means 30 days from the date of issuance of LOA.

1.7 "COMPANY OFFICER / ENGINEER" means the following:

i) Head-Transport or his nominee in case of the following events:

- a) Initial / periodic inspection of vehicle(s)/equipment;
- b) Scrutiny of documents regarding Transport Supplier's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc;

ii) Head-Admin or his/her nominee in case of the following :

- a) Allocation of vehicle(s) / equipment for duty in the area of operations of the Company;
- b) Normal day-to-day operation of service (on call basis);
- c) Allotment of duties and timings for reporting and release;
- d) Certification of duty-wise log sheets;
- e) Authentication of monthly statement-cum-bill;
- f) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.
- g) Instruct Transport Supplier to replace by more suitable hand of Driver(s)/crew engaged for operating the vehicle/equipment.
- h) Unruly behavior of the crew or repeated defaults by the Transport Supplier.

iii) Head-Contracts in case of the following events:

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

1.8 CREW: Means Operator(s) / Driver(s) to the vehicle(s)/equipment, as defined in the Clause: 1.12 below of this section.

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

1.10 "DUTY-WISE LOG SHEET" means the format as may be certified by the Company's Officer/Engineer on an authorized specified duty during the tenure of this Agreement.

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

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

- a) Delay in commencement of service beyond the stipulated date;
- b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
- d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
 - ii) Due to inadequate routine maintenance
- e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
- f) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Officer/Engineer and / or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Officer/Engineer during the tenure of this Agreement;
- g) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Officer/Engineer; and
- h) Failure on part of the Transport Supplier to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Transport Supplier to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Transport Supplier to obey the instruction of the Company's Officer/Engineer as set out in Clause 6.0 hereof.
- i) Any other acts or omissions by the Transport Supplier or his/her drivers(s)/crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- j) Non-availability of vehicle(s) and /or driver(s) when Company's requirement for vehicle(s) with driver(s) exists;
- k) Inability to provide specified vehicle(s) with driver(s) upon receiving instruction of requirement of services from Company Officer/Engineer, for any reason whatsoever.

1.13 "MINIMUM CHARGE PER DAY" means minimum charge mentioned under Part-II(SOQ) which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding Service Tax) as applicable, insurances, wages and other emoluments of Driver(s) and other operation staff/crew inclusive of relief Driver(s) and other operating staff/crew, which the Transport Supplier will have to engage and provide as per terms of this Agreement. The Transport Supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave, uniforms etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the Contract and

same, if any, shall have to be borne entirely by the Transport Supplier. The Minimum Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Transport Supplier on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this agreement due to revision in the minimum wages as applicable shall be borne solely by the contractor and deemed to be included in the minimum charge per day. Minimum charge also includes the cost of consumables and fuel as may be required for stipulated allotted hours of duty at a stationary place when there is no km run.

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

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

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

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

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

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

1.19(a) "LIQUIDATED DAMAGES" means pro-rata minimum charge per hour rate (against specified category of vehicle) payable by the Transport Supplier in case of Default as mentioned in Para 1.12 sub clause (b) to (i) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a

cumulative basis for each category of vehicle(s), i.e. irrespective of whether such instances of shutdown was due to a specified vehicle within the category or otherwise, the total of 12 (Twelve) hours would be considered for the entire specified category of vehicle(s). In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.22 will only be applicable.

1.19(b) "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Transport Supplier in case of default as mentioned in para 1.12 sub clause (j) & (k) which shall be levied at the rate of twice the pro-rata minimum charge per hour [against specified category of vehicle(s)]. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

1.20 "MONTHLY STATEMENT CUM BILL" means the format specified by the Company together with the duty-wise log sheet(s) against specific authorized duties.

1.21 "PRO-RATA MINIMUM CHARGE PER HOUR" means the Minimum Charge per day divided by 24 (Twenty Four) hours.

1.22 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract as stated in clause 1.13 which shall be at a rate of the Minimum Charge per day [against specified category of vehicle(s)]. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

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

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

Reimbursement/deduction on the Running Charge per Km will be applicable if the fuel (Petrol / HSD as per the Category of vehicles) price changes plus or minus 5% (five percent) over the tendered fuel price i.e. Rs. 61.47 per Litre for Petrol & Rs. 50.73 per Litre for HSD. The variation will be calculated as per following:

a) For Category-I vehicles (Diesel):Reimbursement/deduction on the Running Charge per Km will be applicable @ Rs0.062/Km for variation of Rupee 1.00 per litre

- b) For Category-II vehicles (Diesel): Reimbursement/deduction on the Running Charge per Km will be applicable @ Rs0.0833/Km for variation of Rupee 1.00 per litre
- c) For Category-III vehicles (Diesel): Reimbursement/deduction on the Running Charge per Km will be applicable @ Rs0.010/Km for variation of Rupee 1.00 per litre
- d) For Category-IV vehicles (Diesel): Reimbursement/deduction on the Running Charge per Km will be applicable @ Rs0.09/Km for variation of Rupee 1.00 per litre
- e) For Category-V vehicles (Petrol): Reimbursement/deduction on the Running Charge per Km will be applicable @ Rs0.09/Km for variation of Rupee 1.00 per litre
- f) For Category-VI vehicles (Petrol): Reimbursement/deduction on the Running Charge per Km will be applicable @ Rs0.064/Km for variation of Rupee 1.00 per litre
- g) For Category-VII vehicles (Petrol): Reimbursement/deduction on the Running Charge per Km will be applicable @ Rs0.057/Km for variation of Rupee 1.00 per litre

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

1.26 In addition to the STATUTORY ACTS as mentioned in Clause 6 of GCC the following (but not limited to) shall also affect the operation of services provided under this agreement:

- a) The Motor Vehicle Act, 1988,
- b) The Motor Transport Worker's Act, 1961,
- c) Industrial Disputes Act, 1947
- d) Industrial Employment (Standing Order Act, 1946)
- e) Any other Act as applicable from time to time.

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

1.27(a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.12.

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

1.28 "STAND BY" means payable minimum charge per day when the services are authorized by Company Officer/Engineer and vehicle(s) is (are) placed by the Transport Supplier for allotted duty as per terms of this Agreement, irrespective of whether there was any km run or not.

1.29 (a) "TAXES AND DUTIES" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee for vehicle(s)/equipment and crew etc. as may be due and payable by the

Transport Supplier entirely at his/her own cost towards operation of the services envisaged under this agreement.

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

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

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

1.30 Substantial control of the vehicles hired against this tender / contract will rest with the contractor(s).

2.0 DESCRIPTION OF WORK: -

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

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

2.3 The Transport Supplier shall supply and maintain the services of all vehicles on call basis with Driver(s) as may be required by the Company.

2.4 The Transport Supplier shall hereby undertake to pay to his/her Crew/Staff reasonable/fair wages which are not less than the wages payable under the Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the Currency of this Agreement. He further undertakes to pay all

his/her operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future to the above mentioned Act.

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

4.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:

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

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

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

4.4 The Company shall neither entertain any demands from the employees of the Transport Supplier nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Transport Supplier to

deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

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

4.6 The Transport Supplier shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Officer/Engineer shall be deducted from the Transport Supplier's outstanding bills. In case the outstanding bills are not sufficient to recover the cost of damages to the Company's properties, the same may be recovered from the Security Deposit / Performance Guarantee submitted against this contract / Agreement. The Company's decision in this regard shall be final and binding.

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

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

4.9 The Transport Supplier shall maintain the vehicle(s) on round the clock basis with ready availability of the services of the Driver(s) in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately (within 2 hours time) on receipt of the instructions from the Company's Officer/Engineer.

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

4.11 The vehicle/equipment should be supplied with the services of Driver(s) on duty hours basis, cost in respect thereof is included in that minimum charge per day as per clause No.1.13.

4.12(a) The Transport Supplier shall keep the vehicle(s) roadworthy, failing which the vehicle(s) will be not accepted for allocation of duty, in which case the Transport Supplier shall provide vehicle(s) of category similar to category of vehicle(s) as per the original requirement of the Company. In case vehicle(s) of similar category is not available with the Transport Supplier, the Transport Supplier may place vehicle(s) of category higher than that as per the original requirement but payments will be made considering the original category of vehicle(s) only, for which requirement was initially placed by the Company Officer/Engineer.

4.12(b) In the event of non-availability of own vehicle(s) of the Transport Supplier of similar/higher category [as per Clause 4.12(a) above] according to requirement of the Company -

- (i) The Transport Supplier shall provide similar category of vehicle(s) from the market, subject to the condition that the vehicle(s) so hired from the market by the Transport Supplier shall be deemed to operate under the same terms & conditions including payment terms of this Agreement, or
- (ii) In case vehicle(s) of category higher than the original category of vehicle(s) requirement is (are) required to be hired by the Transport Supplier for rendering services due to non-availability of own vehicle(s) and also due to non-availability of similar category of vehicle(s) in the market then payments will be made considering the original category of vehicle(s) only for which requirement was initially placed by the Company Officer/Engineer.

Failure on part of the Transport Supplier to conform to Para-4.12(a) & (b) above will render the services to be treated as shut down and liquidated damages and / or special liquidated damages and / or penalty, as applicable, shall be recovered from the Transport Supplier.

4.13 The Transport Supplier should ensure that the Driver(s) including relief Driver(s), if applicable, are available (on call basis) as per the requirements of the Company's Officer/Engineer. Failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Transport Supplier.

4.14 The Transport Supplier must ensure compliance with the various Statutory Acts as may be applicable from time to time during the performance of this contract.

4.15 The Transport Supplier shall undertake only journeys authorized by the Company's Officer/Engineer and payments will be made by the Company against such authorized journeys only. Any unauthorized journeys during the tenure of the contract shall be at the Contractor's own account and expense. However, such unauthorized journey(s) should not disrupt the services provided under this agreement, in which case it shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Transport Supplier on any account whatsoever.

4.16 The Transport Supplier shall indemnify the Company against any claims by the driver(s)/crew whatsoever.

4.17 The Transport Supplier shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Officer/Engineer. The Transport Supplier shall abide by the Company's Officer/Engineer instructions always and ensure satisfactory service as per the terms of this Agreement.

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

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

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

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

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

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

5.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the

Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.

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

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

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

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

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

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

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

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

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

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

5.16 "ON OIL INDIA LIMITED DUTY" must be displayed prominently while on Company's duty.

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

5.18 The Transport Supplier's representative(s) shall report to the concerned / authorized Office of the Company for receiving instruction for duties of equipment / vehicle(s) allotment.

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

6.0 RIGHTS OF COMPANY'S OFFICER/ENGINEER:-

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

6.2 The authorized Company's Officer/Engineer shall arrange for allocation of the equipment / vehicle(s) duty on as and when required basis.

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

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

- a) Fix the allotted duty of the Transport Supplier and regularly monitor the same;
- b) Instruct the Transport Supplier from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.

c) Instruct the Transport Supplier to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Transport Supplier against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.

d) Instruct the Transport Supplier to remedy breach of contract and levy any penalty in relation thereto.

e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and orders the Transport Supplier to rectify the defects or arrange for replacement till such default is remedied.

f) Instruct the Transport Supplier to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Transport Supplier's works/garage.

g) Instruct the Transport Supplier to utilise the services beyond the stipulated hours of service.

h) Instruct the Transport Supplier to undertake authorised journeys to specified destination(s) and carry the authorised passengers or goods as the case may be.

i) Instruct the Transport Supplier to go outstation for overnight halt(s).

Note to Clause 6.4 (i) above: Night Halt Charge will be payable only when a vehicle has to stay overnight at an outstation at a distance of more than 20 KMs only from Duliajan. In such case, no additional charge other than Night Halt Charge shall be payable after actual duty hours (including Vehicle Charge per Hour beyond 8 Hours of normal duty, if any) for overnight stay hours.

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

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

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

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

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

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

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

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

(a) In case of non commencement of services as per agreement, in full at the sole discretion of the Company.

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

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

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

7.2 In the event of an occurrence as envisaged in clause No.7.1 (b) & (c), the Transport Supplier will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Transport Supplier to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

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

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

8.1 The Transport Supplier shall supply and maintain the services of all the equipment / vehicles in normal service on call basis with driver(s) as required by the Company. In the event of a default leading to a shut down the Transport Supplier shall not be paid the minimum charge per day for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Transport Supplier's outstanding bills for the specific shut down vehicle(s). However, in

case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

8.2(a) In case of accidents during allotted duty and consequent non-availability of replacement vehicle(s) of similar category (within 2 hours) at the site of accident, minimum charge per day will be deducted but the same will not attract liquidated damages if the Transport Supplier notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Transport Supplier, MVI(Motor Vehicle Inspector) report and copy of garage certificate(in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by Head-Admin. However, this will not be applicable in case of

- (i) Accidents caused by rough/rash driving or because of negligence of the driver engaged
- (ii) Where a FIR is lodged by a third party and services of the equipment / vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of minimum charges.

8.3(b) In case of Bundhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and minimum charge will be deducted. However, if Company feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Transport Supplier with proper intimation.

9.0 TERMINATION:

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

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

of notice from the Company or during any such time as the Company may authorize in writing after receipt of default notice from the Company.

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

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

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

9.5 This Agreement shall stand partially or fully terminated in case of default due to delay in commencement of services beyond 3(three) months from the due date of commencement of service as stipulated in Para-1.6 above and the Transport Supplier shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

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

10.0(b) At the end of the month, the Transport Supplier will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly

statement-cum-bill, the Transport Supplier will also submit to the user department duty-wise log sheet(s) against specific & authorized duties. In absence of the said documents, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Transport Supplier.

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

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

STATUTORY OBLIGATIONS OF TRANSPORT SUPPLIER:

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

12.0 LIABILITY & INDEMNITY:

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

12.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Transport Supplier irrespective how such injury, illness or death is caused by willful or gross negligence. The

Transport Supplier shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

12.5 INDEMNITY AGREEMENT:

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

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

12.6 INDEMNITY APPLICATION:

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

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

13.0 TAXES & LEVIES:

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

13.2 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.

14.0 ASSIGNMENT:

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

15.0 SUB-CONTRACT:

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

16.0 STATUTORY OBLIGATIONS:

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

&&&&&&& END of SCC &&&&&&&

OIL INDIA LIMITED
(A Govt. of India Enterprise)

Description of Service: Hiring services of light passenger vehicles (on call basis) for a period of 02(two) years and extendable by another 01(one) year at the sole discretion of Oil India Limited & at the same rates, terms and conditions

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

S.Line	Description of Services	Quantity	UOM**
GROUP-A			
10	Minimum Charge / Day (Cat-I): Minimum charge per day for Category I vehicles	40	NO
20	Running charge / Km (Cat-I): Running charge per km for Category I vehicles	6,000	KM
30	Vehicle Charge / Hour (Cat-I): Vehicle charge per hour (beyond 8 hrs duty) for Category I vehicles	320	HR
40	Night Halt Charge (Cat-I): Night halting charge per day (outside Duliajan > 20 Kms) for Category I vehicles	40	PN
50	Minimum Charge / Day (Cat-II Non AC): Night halting charge per day (outside Duliajan > 20 Kms) for Category I vehicles	40	NO
60	Running charge / Km (Cat-II Non AC): Running charge per Km for Category-II vehicles (Non-AC operation)	6,000	KM
70	Minimum Charge / Day (Cat-II AC): Minimum charge per day for Category-II vehicles (AC operation)	40	NO
80	Running charge / Km (Cat-II AC): Running charge per Km for Category-II vehicles (AC operation)	6,000	KM
90	Vehicle Charge / Hour (Cat-II): Minimum charge per day for Category I vehicles	640	HR
100	Night Halt Charge (Cat-II): Night halting charge per day (outside Duliajan > 20 Kms) for Category II vehicles	80	PN
GROUP-B			
110	Minimum Charge / Day (Cat-III): Minimum charge per day for Category III vehicles	360	NO
120	Running charge / Km (Cat-III): Running charge per Km for Category-III vehicles	54,000	KM
130	Vehicle Charge / Hour (Cat-III): Vehicle charge per hour (beyond 8 hrs duty) for Category III vehicles	2,880.00	HR
140	Night Halt Charge (Cat-III): Night halting charge per day (outside Duliajan > 20 Kms) for Category III vehicles	360	PN
150	Minimum Charge / Day (Cat-IV): Minimum charge	500	NO

	per day for Category IV vehicles		
160	Running charge / Km (Cat-IV): Running charge per Km for Category-IV type vehicles	75,000	KM
170	Vehicle Charge / Hour (Cat-IV): Vehicle charge per hour (beyond 8 hrs duty) for Category IV vehicles	4,000.00	HR
180	Night Halt Charge (Cat-IV): Night halting charge per day (outside Duliajan > 20 Kms) for Category IV vehicles	500	PN
GROUP-C			
190	Minimum Charge / Day (Cat-V): Minimum charge per day for Category V vehicles	60	NO
200	Running charge per Km for Category-V vehicles	9,000	KM
210	Vehicle Charge / Hour (Cat-V): Vehicle charge per hour (beyond 8 hrs duty) for Category V vehicles	480	HR
220	Night Halt Charge (Cat-V): Night halting charge per day (outside Duliajan > 20 Kms) for Category V vehicles	60	PN
230	Minimum Charge / Day (Cat-VI): Minimum charge per day for Category VI vehicles	60	NO
240	Running charge / Km (Cat-VI): Running charge per Km for Category-VI vehicles	12,000	KM
250	Vehicle Charge / Hour (Cat-VI): Vehicle charge per hour (beyond 8 hrs duty) for Category VI vehicles	480	HR
260	Night Halt Charge (Cat-VI): Night halting charge per day (outside Duliajan > 20 Kms) for Category VI vehicles	60	PN
270	Minimum Charge / Day (Cat-VII): Minimum charge per day for Category VII vehicles	30	NO
280	Running charge / Km (Cat-VII): Running charge per Km for Category-VII vehicles	6,000	KM
290	Vehicle Charge / Hour (Cat-VII): Vehicle charge per hour (beyond 8 hrs duty) for Category VII vehicles	240	HR
300	Night Halt Charge (Cat-VII): Night halting charge per day (outside Duliajan > 20 Kms) for Category VII vehicles	30	PN

****NO-NUMBER, KM-KILO METRE, HR-HOUR, PN-PER NIGHT**

NOTE:

1. Bidder to quote Unit Rate for a particular item as per above price bid format.
2. Bidders are requested to quote exclusive of 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.
3. To ascertain the inter-se-ranking, comparison of the responsive bids will be made as per details described in Para 2.0 Bid Evaluation Criteria and in Para 3.0 AWARD of CONTRACT under BRC-BEC of this IFB.
4. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.

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

Schedule of company's Plants, Materials and Equipments :SCPME: PART-IV

Not Applicable

**TO,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

Hiring services of light passenger vehicles (on call basis) for a period of 02(two) years and extendable by another 01(one) year at the sole discretion of Oil India Limited & at the same rates, terms and conditions

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF BIDDER

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 services of light passenger vehicles (on call basis) for a period of 02(two) years and extendable by another 01(one) year at the sole discretion of Oil India Limited & at the same rates, terms and conditions

. **(IFB No. CDI6435P15)**

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

(A) 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.

(B) If the Principal obtains information on the conduct of any of its employees

which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (A) 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 cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (B) 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.

PROFORMA - I
BID FORM

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

Sub: IFB No. : **CDI6435P15**

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of ____ (Price not to be indicated) stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening 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 _____ 2015.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

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

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

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

Authorised Person's Signature: _____**Name:** _____**Designation:** _____**Seal of the Bidder:**

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

ANNEXURE- I

[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 Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall
be signed by a competent person.

ANNEXURE- I

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) OR ANY OTHER
FORMAT ACCEPTABLE TO OIL INDIA LTD.**

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDI6435P15**

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 common seal of the said Bank this ____ day of _____ 2015.

THE CONDITIONS of these obligations are:

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

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

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

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed _____
- (ii) This Bank Guarantee shall be valid only up to __/__/__
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before __/__/__

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 i.e minimum 210 days validity.
