

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

FORWARDING LETTER

OIL INDIA LIMITED (OIL) invites ON-LINE BIDS from experienced Contractors / Firms through its e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for hiring the under-mentioned services:

- 1.0 **E-Tender No.:** CDT5869P18
- 2.0 **Description of Services:** Hiring services of 1(one) no. brand new diesel Hydraulic Telescopic Boom Mobile Crane having lifting capacity of minimum 18(eighteen) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360 degree continuous full capacity slew, pick & carry capacity of minimum 9(nine) metric tonnes at 3(three) metres radius, to be stationed at any place of OIL'S activities in Assam & Arunachal Pradesh for a period of 4(four) years.
- 3.0 **Type of Bid:** Open e-Tender; Single Stage - Two Bid System
- 4.0 **Tender Fee:** Rs. 1,050.00 (Rupees One Thousand Fifty only) (Including GST)
Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted.
- 5.0 **Period of Tender fee payment:** 28.09.2017 to 24.10.2017 (upto 03:30 PM, Server Time)
- 6.0 **Bid Closing date & time:** 31.10.2017 at 11.00 AM (IST) (Server Time)
- 7.0 **Technical Bid Opening date & time:** 31.10.2017 at 02:00 PM (IST) (Server Time)
- 8.0 **Priced Bid Opening date & time:** will be intimated to the eligible bidders nearer the time.
- 9.0 **Bid Submission mode:** Bids must be uploaded in OIL's e-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal>.
- 10.0 **Bid Opening Place:** Office of the CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
- 11.0 **Bid Validity:** 120 days from the Bid Closing date.
- 12.0 **Mobilisation Period:** 6(six) months from the date of issue of LOA.

13.0 **Bid Security: Rs. 4,59,000.00** (Rupees Four Lakhs Fifty-Nine Thousand only)

Notes:

- (i) The Bid Security should be submitted only in the form of **Bank Guarantee** (in specified format) issued by Nationalized/Scheduled Bank. Alternately, Bid Security can also be paid through the **online payment gateway** against this tender. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 PM (IST)** on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- (ii) No other mode of Bid Security will be accepted other than those two options mentioned above. The Bid Security shall not earn any interest to the bidder from the Company.
- (iii) A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

14.0 **Bid Security Validity:** minimum **150 days** from the original bid closing date.

15.0 **Amount of Performance Security:** 10% of annualised Contract value.

16.0 **Validity of Performance Security:** 90 (ninety) days beyond the contract period/duration.

17.0 **Quantum of Liquidated damages for default in timely mobilisation:** 0.5% of estimated annualised contract value for delay per week or part thereof subject to maximum 7.5% of estimated annualised contract value.

18.0 **Bids to be addressed to:** CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.

19.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

19.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** 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>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

19.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once,

without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

19.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.

19.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

19.5 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.

19.6 **EXEMPTION OF TENDER FEE:**

19.6.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.

19.6.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

19.7 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.

20.0 **IMPORTANT NOTES:**

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

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid

Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned above and will be opened on the same day at 2.00 PM(IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only**. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

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

Go to this Tab **"Technical Attachments"** for Uploading "Technical Bid".

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above:

Note:

- * The “Technical Bid” shall contain all techno-commercial details **except the prices.**
- ** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to upload the File. Please click on Save Button of the Response to Save the uploaded files.

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

The names of the OIL’s Independent External Monitors at present are as under:

- a. Shri Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India;
E-mail: satyanandamishra@hotmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

22.0 OIL now looks forward to your active participation in the Tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(B. Brahma)
Manager – Contracts (TS)
For Chief General Manager – Contracts
FOR RESIDENT CHIEF EXECUTIVE

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

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

2.0 BID 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) IFB/Tender No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders (Part-1)
- c) BRC /BEC (Part-2)
- d) General Conditions of Contract (Part-3, Section-I: **GCC**)
- e) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
- f) Special Conditions of Contract (Part-3, Section-III: **SCC**)
- g) Safety Measures (Part-3, Section-IV: **SM**)
- h) Integrity Pact (**Appendix-I**)
- i) Bid Form (**Appendix-II**)
- j) GST (Appendix-III)
- k) **Annexures - A to I.**
- l) Price Bid Format (**Proforma-A**) & Declaration Format (**Proforma-B**) by the bidder in respect of vehicle price, road tax, insurance etc. and Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-C(PP-LC)**.

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 BID 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 uploaded in OIL's E-Tender Portal in the **"Technical RFx"** under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

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 notarized English translated version, which shall govern for the purpose of bid interpretation.

- 5.2 **DOCUMENTS COMPRISING THE BID:** Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID (to be uploaded in "Technical Attachments" tab)

- (i) Bid Documents duly filled as indicated.
- (ii) Complete technical details / specifications of the vehicle offered with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC (Part-2).
- (iv) Scanned copy of Bid Security (in case of BG). Original should be sent to the office of CGM-Contracts as mentioned in the Forwarding Letter.
- (v) Duly filled Bid-Form as per Appendix-II
- (vi) Statement of Non-compliance, if any
- (vii) Integrity Pact

Note: Please note that, price should not be mentioned in the "Technical Attachments" tab. If Price is mentioned in Technical Bid/"Technical Attachments" tab then that offer/Bid will be rejected.

(C) PRICED BID (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab:**

- (i) Price Bidding Format as per Proforma-A
- (ii) Declaration of Chassis Price, Insurance etc. as per Proforma-B
- (iii) Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as **Proforma-C(PP-LC)**.

6.0 BID PRICE:

- 6.1 Prices must be quoted by the bidders as applicable in Price Bid Format.
- 6.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account except as mentioned in bid document.
- 6.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and as such no price details should be uploaded in **"Technical Attachments" Tab. If Price is mentioned in Technical Bid/ "Technical Attachments" tab then that**

offer/Bid will be rejected. Details of prices as per Price Bid format should be uploaded in “**Notes & Attachments**” tab only.

7.0 PERIOD OF VALIDITY OF BIDS:

- 7.1 Bids shall remain valid for **120 days** from the date of Bid Closing date.
- 7.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity.

8.0 FORMAT AND SIGNING OF BID:

The bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder to bind the Bidder to the contract.

9.0 SUBMISSION OF BIDS:

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

Digital Signature Certificates having “Organization Name” field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the “Organization Name” field are acceptable.

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

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

- 9.2 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.
- 9.3 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- 9.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 9.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

10.0 DEADLINE FOR SUBMISSION OF BIDS:

- 10.1 Bids should be submitted on-line up to **11.00AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.
- 10.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 10.3 The documents in physical form as specified must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

11.0 LATE BIDS:

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.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 12.1 Bidders will be permitted by System to make changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the e-Portal. But, no changes would be allowed by the system once the due date & time for submission of bids has been reached.
- 12.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 12.3 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

13.0 EXTENSION OF BID SUBMISSION DATE:

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.

14.0 BID OPENING AND EVALUATION:

- 14.1 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 Forwarding Letter. However, an authorization letter (available in Annexure part of bid documents) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Technical bid is uploaded in the "Technical Attachments" Tab only and no price should be mentioned anywhere under the Technical Attachments.
- 14.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next full working day and time.

- 14.3 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.
- 14.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 14.3.
- 14.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 14.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of work or which limits in any substantial way, in-consistent way 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.
- 14.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 14.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

15.0 EVALUATION AND COMPARISON OF BIDS:

- 15.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 15.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

16.0 CONTACTING THE COMPANY:

- 16.1 Except as otherwise provided in Clause 12.0 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 14.4.

- 16.2 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.

17.0 AWARD CRITERIA:

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

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

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.

19.0 NOTIFICATION OF AWARD:

- 19.1 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 that its bid has been accepted.
- 19.2 The notification of award will constitute the formation of the Contract.

20.0 SIGNING OF CONTRACT:

- 20.1 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.
- 20.2 Within **02 (two) weeks** of issue of "**Letter of Award (LOA)**", the successful bidder(s) will be required to pay an interest free Security Money amounting to **10% of annualized contract value** by way of **BANK GUARANTEE** (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised / Scheduled Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL's Standard forms of Agreement. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 20.3 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 issuance of debarment notice.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnished false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid

of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

- 22.0** 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.

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

Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

In case of MSEs/CPSUs/ Government Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before 07 (seven) days of bid closing date.

24.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

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

25.0 DISCOUNTS / REBATES:

- 25.1** Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.
- 25.2** Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

26.0 BACKING OUT BY BIDDER:

- 26.1** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 02(two) years from the date of issuance of debarment notice.
- 26.2** **Backing out by successful bidder/ L1 bidder after issue of LOI/ LOA**: In case LOI / LOA issued is not accepted by the successful bidder / L1 bidder or the Security Money / Performance Security is not submitted as per terms of the tender/ contract within the time specified in the Bid Document, the Earnest Money/ Bid Bond/ Bid Security shall then be forfeited and the bidder/firm shall be debarred for 02(two) years from the date of issuance of debarment notice.

PART-2
BID REJECTION CRITERIA/BID EVALUATION CRITERIA (BRC/BEC)

1.0 BID REJECTION CRITERIA (BRC):

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

1.1 TECHNICAL:

- 1.1.1 The bidder shall have experience of 01(one) **SIMILAR WORK** minimum **Rs. 28.66 lakhs (Rupees Twenty-Eight Lakhs Sixty-Six Thousand Only)** in Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Corporations in previous **07 (seven) years** to be reckoned from the original bid closing date i.e. within the period **01.11.2010** to **31.10.2017** (both days inclusive).

Documentary evidence must be submitted along with the Techno-Commercial Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. showing:

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

Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are not acceptable as evidence. However, if Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL's own records of execution.

Note to clause 1.1.1:

- (i) "Similar Work" means- Services of providing services of Cranes or any other Transport Services involving Heavy Vehicles / Logistic equipment.
- (ii) Similar work executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting the experience.
- (iii) The starting date and/or the job completion date of the Similar work need not necessarily fall within the seven years period of **01.11.2010** to **31.10.2017**, but the value of Similar work done must be of requisite amount within the period (**01.11.2010** to **31.10.2017**).
- (iv) Bidder(s) executing similar nature of work which is still running will also be taken into consideration if the bidder(s) meets the prescribed value within the period (**01.11.2010** to **31.10.2017**).

- 1.1.2** Bidder(s) must offer the crane conforming to the following technical specifications:

- a) Brand new diesel hydraulic telescopic boom mobile crane (procured and registered after issuance of LOA) having lifting capacity of minimum

18(eighteen) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360 degree continuous full capacity slew. LATTICE BOOM CRANE NOT ACCEPTABLE. FLY JIB & AUXILIARY WINCH NOT REQUIRED.

- b) Lifting capacity of minimum 9(nine) metric tonnes at 6(six) meters operating radius and to a height of lift of minimum 12(twelve) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.
- c) Lifting capacity of minimum 3(three) metric tonnes at 12(twelve) meters operating radius and to a height of lift of minimum 16(sixteen) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.
- d) PICK & CARRY capacity of minimum 9(nine) metric tonnes at 3(three) meters radius, minimum 5.5(five & half) metric tonnes at 5(five) meters radius & minimum 2.5(two & half) metric tonnes at 8(eight) meters radius at 4 to 5 kmph speed.
- e) Hydraulically operated telescopic full power non-pinning boom of maximum length not less than 18(eighteen) meters.
- f) Maximum operating outreach (operating radius) not less than 16(sixteen) meters.
- g) Power hoisting and lowering.
- h) 360 degree continuous full capacity slew.
- i) Rating not to exceed 85% (eighty-five percent).
- j) Drive & Steer: 4 x 4 x 4 or 4 x 2 x 4 with crab operation. Single wheel of size not less than 14.00 x 20 on each side of axle.
- k) Crane equipped with electronic Safe Load Indicator (SLI) system complete with over-hoisting and over-lowering protections (SLI calibration preferably in Metric system).

NOTE TO ABOVE CLAUSE NO. 1.1.2:

- (i) Manufacturer's original printed technical leaflet/brochure (scanned copy) of the crane containing above details are to be submitted along with the bid.
- (ii) Crane parameters including SLI calibration in Metric system is preferred. However, same shall not have any load bearing in bid evaluation.
- (iii) "Boom Tip Height" is considered as 'Height of Lift' indicated above.
- (iv) FOR DETAILED SPECIFICATIONS, REFER CLAUSE (BB) OF SECTION –III OF PART-3.

1.2 FINANCIAL CRITERIA:

- 1.2.1** Annual Financial Turnover of the bidder during any of the preceding three financial/accounting years from the original bid closing date should be at least **Rs. 17.20 lakhs (Rupees Seventeen Lakhs Twenty Thousand Only)**.
- 1.2.2** Net worth of bidder must be positive for preceding financial/accounting year.
- 1.2.3** Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year **2016-2017** (as the case may be) has actually not been audited so far.

Notes:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:
- (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE H**.
 - OR
 - (ii) Audited Balance Sheet along with Profit & Loss account.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

1.3 COMMERCIAL:

- 1.3.1** The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
- 1.3.2** Bid security for an amount shall be furnished as a part of Un-Priced Techno-Commercial Bid. Bid security must be submitted in a manner mentioned in this Tender. Bid security amount in any other mode/manner will not be acceptable. Any bid not accompanied by a proper bid security will be rejected. In case of Bank Guarantee, original of the same has to be submitted by the Bidder in the Office of CGM (Contracts) before 12:45 Hour (IST) of the Bid Closing date; otherwise the Bid (offer) will be rejected.

Any Bid accompanied by bid security with (i) validity shorter than 150 days from the date of original bid closing (in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of original Bid Closing i.e. minimum up to 31.03.2018.

- 1.3.3** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 1.3.4** Offers received in any form other than through OIL's e-Portal will not be accepted. Bidders have to submit their offer in Single Stage Two Bid System as described in this tender document, otherwise the offer will be rejected.
- 1.3.5** The bidders should submit hard copy of only those documents which are specifically mentioned in the tender.
- 1.3.6** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-Priced Techno-Commercial Bid as per tender requirement under "**Technical Attachments**" Tab Page only.
- 1.3.7** There should not be any indication of price in the Un-Priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-Priced Techno-Commercial Bid.
- 1.3.8** The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.
- 1.3.9** The quoted rates by the bidder(s) must be firm during the performance of the contract and not subject to variation on any account except the following:
- (i) Reimbursement/deduction of difference in chassis price will be applicable for any change (increase/decrease) in declared chassis price between period of bid closing and scheduled date of placement mentioned in the LOA. However, the Company reserves the right to countercheck / verify the declared chassis price from the respective manufacturers / dealers. **Crane price declared in the offer/bid should be supported by a quotation obtained from an authorized dealer of the offered Crane.**
 - (ii) Reimbursement/deduction of difference in Road Tax, Insurance (**3rd Party Premium Only**) Permit, Fitness & Pollution Certificate fee will be applicable for any change (increase/decrease) in the declared amounts between period of bid closing and scheduled date of placement mentioned in the LOA. Reimbursement of Road Tax, Insurance (**3rd Party Premium Only**) etc. will be done on yearly basis during the contract period.
 - (iii) The wage component is based on Govt. of India notified wages and MoS dated 24.01.2014. Any revision in the Govt. of India notified rates will accordingly be considered during the pendency of the contract. **The rates of wages shall accordingly be revised /amended from time to time against such revision as notified by Govt. of India. Contractor is to see Notice Board of Contracts Department/Logistics Department every month for any such revision/amendment.**

The declaration format for declaring chassis price, road tax, insurance etc. as on bid closing date is attached under "Notes and Attachment" Tab.

The Bidder/Contractor is required to submit necessary supporting documents while claiming reimbursements towards increase in Chassis price, Road Tax, Insurance etc. mentioned in point nos. (ii) & (iii) above.

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

1.3.10 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected:

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

1.3.11 Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.

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

2.0 BID EVALUATION CRITERIA (BEC):

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

- (i) Fixed charge per crane per month ----- (A)
(Crane for 24 hrs. with the services of operating crew for 8 hrs. duty every day throughout the month for 48 Months)
- (ii) Running charge per Km per crane -----(B)
(For movement of the crane including pick & carry). Estimated average monthly run of 200 Km per month)

The operating crew to be engaged by the contractor for 8 hours duty consists of one HMV driver (Operator) and three Helpers/Jugalees for the crane.

- 2.2** For ascertaining overall ranking (L1, L2, L3, L4,), the bid price per crane will be considered and same will be worked out taking the quantum indicated above and the prices quoted towards (A) and (B). The Bid Price per Crane will be worked out as below:

$$\text{BID PRICE PER CRANE} = 48 \times [A + \{B \times 200\}].$$

(Considering uniform quantity of average monthly run of 200 Km per month).

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

3.0 AWARD OF CONTRACT:

- 1) The lowest bidder (L1) will be determined by the rates quoted for 1(one) no. of Crane. The bidder with lowest rate per crane will be declared as L1. Similarly, the other bidders will be ranked as L2, L3, L4, etc.
- b) The lowest evaluated bidder (L-1 bidder) will be offered the contract for supplying the services of **01(one) no. of Crane.**
- c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.

4.0 PURCHASE PREFERENCE CLAUSE for MSME:

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

- (a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- (b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- (c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- (d) **Documentation required to be submitted by MSEs:** Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of

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

5.0 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP - LC)

Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. The details clauses applicable for this tender are as under:

5.1 **In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE Policy. If a bidder seeks free of cost tender document under the MSE Policy, then it shall be considered that the bidder has sought benefit against the MSE Policy and this option once exercised cannot be modified subsequently.**

5.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **75%.**

5.2.1 **Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.**

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

5.2.2 **Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.**

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL tender No. _____ by M/s _____ (Name of the bidder).”

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

5.2.3 At the bidding stage the bidder shall provide **Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-C(PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

5.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal.

Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

- 5.3.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
- 5.4** Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 5.4.1** However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 5.4.2** When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example:

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

- 5.5** The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
- 5.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
- 5.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- 5.8 Determination of LC**
- 5.8.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 5.8.2** The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General service cost, excluding profit, company overhead cost, taxes and duties.

5.8.3 The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

5.8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

5.9 Calculation of LC and Reporting

5.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

5.9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

5.10 Certification and Verification

5.10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

5.10.1.1 At bidding stage:

- a) Price Break-up
 - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause **5.2.3**.
 - (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder
 - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **5.2.1**, such undertaking shall become a part of the contract.
 - ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **5.2.2**.

5.10.1.2 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

5.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

5.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

5.10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

5.10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

5.11 Sanctions

5.11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

5.11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

5.11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/successful bidder.

5.11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

5.11.5 In pursuance of the clause above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (**Annexure I**) equivalent to the amount of PBG.

6.0 GENERAL:

- 6.1** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.2** OIL will not be responsible for delay, loss or non-receipt of applications/documents for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 6.3** In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the company will be final and binding on the bidders. No deviation will however, be accepted in the clauses covered under BRC.
- 6.4** 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.
- 6.5** In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.
- 6.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

This service contract agreement (herein after referred to as Contract') made on this _____ day of _____, 20__ between OIL INDIA LTD, a body corporate and established under the Companies Act 1956, having its registered office at Duliajan, Assam, PIN - 786602 (hereinafter called 'Company' which expression shall unless otherwise provided, include its executors, successors, administrators and permitted assignees) on one part

AND

Shri/Smt/M/s..... carrying on business as proprietor / partners / Company under the name and style of _____ and having is/her/their Registered/Main Office in the State of _____ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted Assigns on the other part.

Whereas, the Company desires to hire the above mentioned services.

Whereas, the Contractor represents that he/she/they has/have adequate capacity to undertake the aforesaid service and is equipped with fully trained personnel capable of adequately operating and providing the required services.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

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 Section-II (SOQ) hereof 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 "BID OPENING DATE" means the date on which the Tender was opened by the Company against the finalization of this agreement.

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

- i) Carriage of unauthorized passengers by the Contractor while under this agreement with the Company;
- ii) Unauthorized use of the vehicle(s)/equipment when released to the Contractor for undertaking its deployment for any other business purpose;
- iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer; and
- iv) Failure of the Contractor to place the vehicle(s)/equipment for periodic inspection as per schedule as directed by Company's Engineer.

- v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
- vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.

1.6 "COMPANY" means Oil India Limited.

1.7 "COMMENCEMENT OF SERVICE" means the date of placement of the first vehicle / equipment under this Agreement.

1.8 "COMPANY ENGINEER" means the following:

- i) GM-LOGISTICS or his nominee in case of the following events:
 - a) Initial and subsequent inspection of vehicle(s)/equipment;
 - b) Scrutiny of documents regarding Contractor's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc.;
 - c) Initial placement of vehicle(s)/equipment with a user department or Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
 - d) Release of vehicle(s)/equipment upon conclusion of this agreement;
 - e) Assessment of time to be allowed for repairs in case of accident;
 - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition or Unruly behaviour of the crew or repeated defaults by the Contractor; and
 - g) Instruct Contractor to replace by more suitable hand of Operator(s)/Driver(s)/crew engaged for operating the vehicle/equipment.
- ii) The head of the user department or his/her nominee in case of the following:
 - a) Normal day-to-day operation of service after placement under the respective department;
 - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling;
 - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
 - d) Allotment of daily duties and timings for reporting and release;
 - e) Certification of daily log sheets;
 - f) Authentication of monthly statement-cum-bill;
 - g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.
- iii) CGM-CONTRACTS in case of the following events:
 - a) Release/forfeiture of Security Deposit/Bid Security;
 - b) Any dispute under this Agreement as to the Contractor's obligations or otherwise;
 - c) Determination of instances of shutdown or standby due to Force Majeure, Bandhs etc. or defaults or otherwise in case of dispute by the Contractor.

1.9 CREW: Means Supervisors, Operators, Drives, Handymen/Helper(s)/Jugalees attached to the vehicle(s)/equipment, as defined in the Clause: 1.13, 4.10.

1.10 "DUE DATE OF PLACEMENT" means the date stipulated in Clause No.10, Section-II (SOQ) hereof.

1.11 "DETERIORATED CONDITION OF VEHICLE/EQUIPMENT" means any vehicle(s) / equipment found not acceptable to Company's 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 Engineer/user department as being unfit.

1.12 "DAILY LOG BOOK" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of this Agreement.

1.13 "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 Contractor and provided with the service envisaged under this Agreement, cost whereof included in the fixed charge per month.

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

- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
- b) Unsuitability of the Operator/Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the operator/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
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;
- h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer;
- i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
- k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
- m) Failure on part of the Contractor 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 Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.

- n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;
- p) Non-availability of services due to unauthorized/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

1.14(B) In case of default not leading to shutdown, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s)/equipment shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

1.15 "FIXED CHARGE PER MONTH" means fixed charge mentioned under of Section-II(SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding GST) as applicable, insurances, wages and other emoluments of Operator/Driver(s), Helper(s)/Jugalees and other operation staff/crew inclusive of relief Operator/Driver(s), Helper(s)/Jugalees and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor 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 etc. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

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

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

1.18 "HANDIMEN/HELPER/JUGALEE" means such crew engaged by the Contractor and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.

1.19 "INSPECTION" means initial/periodic inspection carried out by the Company's 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.

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

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

- a) Professional driving license(s) 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

1.22(a) "LIQUIDATED DAMAGES" means pro-rata fixed charge per hour rate payable by the Contractor in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) 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. 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.1.27 will only be applicable.

1.22(b) "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Contractor in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the pro-rata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

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

1.24 "MONTHLY KILOMETREAGE STATEMENT CUM BILL" means the format specified by the Company.

1.25 "HELPER/MAZDOOR" means an unskilled labourer employed by the Contractor who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of 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 in force under the MTV Act from time to time.

1.26(a) "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month as per Item- 10 of Part-II(SOQ), divided by 30(Thirty) days.

1.26(b) "PRO-RATA FIXED CHARGE PER HOUR" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty Four) hours.

1.27 "PENALTY" means the amount payable by the Contractor in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

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

1.29 "RUNNING CHARGE PER KILOMETER" means the rates stipulated in Item-20 of Section-II(SOQ) hereof and shall be deemed to include all the expenditures of the Contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.

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

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

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

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

1.32(a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14(A).

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

1.33 "STAND BY" means any of the following:

a) Payable fixed charge although the services are not available due to the following:

i) For maintenance up to 48(Forty Eight) hours per month, counted from the beginning of the month, the Company shall pay the fixed charge on certification from the Head of the User Department that the shutdown was due to maintenance of the vehicle(s)/equipment. This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall be applicable. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96(Ninety Six) hrs in a space of 3(Three) months which the Contractor will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s)/equipment (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty Eight) hours' time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.

ii) Re-fuelling time for the vehicle(s)/equipment stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s)/equipment stationed at other base station the time and kms will be determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the vehicle(s)/equipment is/are more than 3500(Three Thousand Five Hundred) Km/month, the Head of the user department will determine the additional no. of re-fuelling required. This Kilometre and time will not be charged to the Contractor.

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

1.35(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 Contractor entirely at his/her own cost towards operation of the services envisaged under this agreement.

For GST please refer Appendix III.

1.35(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Contractor 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.

1.36 Substantial control of the Vehicle Units hired against this tender / contract will rest with the contractors.

2.0 DESCRIPTION OF WORK:

2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Section-II (SOQ) hereof which Section-II (SOQ) forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Section-III (SCC) hereof which Section-III (SCC) also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

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

2.3 The rates agreed/accepted by the Contractor as set-out in Section-II(SOQ) hereof 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 Section-II (SOQ) hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.4 The Contractor shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.

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

4.0 OBLIGATIONS OF THE CONTRACTOR:

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

4.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of 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 Contractor only and shall be his/her sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

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

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

4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In

the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Contractor 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 Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 The Contractor 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 Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final and binding.

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

4.8(a) The Contractor will park the vehicle(s)/equipment at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Contractor found violating, this will be liable for breach of Contract.

4.8(b) The Contractor may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 5(five) km. from the Industrial Gate of the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

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

4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.

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

4.12 The Contractor should ensure that the Operator(s)/Driver(s)/Helpers/ Jugalees/ Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the Regular drivers/crew as per the requirements of the Company's Engineer. In the event of 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 Contractor.

4.13 The Contractor must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.

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

4.15 The Contractor would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.

4.16 The Contractor shall indemnify the Company against any claims by the operator(s)/driver(s)/crew on account of payment of wages, bonus, perquisites etc.

4.17 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Contractor shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

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

5.2 The vehicle(s)/equipment described/set out in Part-II hereof 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 Engineer in this regard as and when required by him.

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 Contractor must ensure timely renewals of all licenses and permits within the due dates.

5.8 The Contractor 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 day-to-day operations, the vehicle(s)/equipment may be required to ford or ferried through various rivers. The Contractor 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 Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the Contractor at his/her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's Engineer. The Company's decision in this regard shall be final and binding on the Contractor.

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

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

5.13 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's 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 Contractor entirely on his/her own cost.

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

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

5.16 "OIL INDIA LIMITED" must be painted prominently in the wind glass frame of all vehicles.

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

5.18 The Contractor's representative(s) shall report every day to the Transport Office of the Company for receiving instruction for duties of equipment / vehicle allotted for the day-to day operations.

5.19 The Contractor must furnish to the Company upon initial placement of the equipment / vehicle(s), the name(s) of the Operators, Supervisor(s), Driver(s), Handymen, Helper(s), crew 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 Contractor 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 ENGINEER:

6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) 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 Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer.

6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.

6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Contractor to the satisfaction of the Company's Engineer.

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

- a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;
- b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Contractor 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 Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Contractor 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 Contractor to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Contractor to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Contractor's works.
- g) Instruct the Contractor to utilise the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorised journeys to specified destination(s) and carry the authorised passengers or goods as the case may be.
- i) Instruct the Contractor to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment / vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorised representative. Such inspection/ test carried out by the Company shall be at the Contractor's cost and risk.

- k) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- l) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which the defects as afore-stated which have been detected upon inspection/test periodically by the Company which have remained unrectified.
- m) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- n) Check the hour meter, speedometer and kilometre 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 Contractor to furnish the names of all operator, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

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

7.0 SECURITY DEPOSIT:

7.1 The Contractor shall upon acceptance of the tender, pay to the Company within two weeks of issue of Letter of Award (LOA) a Security Deposit amounting to **10% of annualized contract value** by way of BANK GUARANTEE valid beyond **90 days** of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised/Scheduled Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of Bid Security apart from any other actions the company may take at its sole discretion.

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

- (a) In case of non-placement of equipment/ vehicle(s) 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 Contractor.

7.3 In the event of an occurrence as envisaged in clause No.7.2 (b) & (c), the Contractor will have to furnish additional Security Deposit in the manner prescribed to the extent of

amount forfeited. Failure on the part of Contractor to comply with this would 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 forfeiting of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

7.4 Provided that in case of delay beyond 3(Three) months from the due date of placement, 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 Contractor will not be entitled to any damages or compensation whatsoever on account of such termination.

8.0 The Contractor shall commence the supply of regular and continuous service by placing the equipment / vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of equipment / vehicle(s) for whatsoever reasons beyond the stipulated due date of placement 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 Contractor shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with operators/drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down the Contractor shall not be paid the daily pro-rata fixed charge 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 Contractor'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 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, MVI(Motor Vehicle Inspector) report and copy of garage certificate(in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by GM-LOGISTICS. However, this will not be applicable in case of

- (i) Accidents caused by rough/rash driving or because of negligence of the operator/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 pro-rata fixed charges.

8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into

Company's service shall be decided by the Company's GM-LOGISTICS which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

8.3(c) In case of Bandhs, 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 pro-rata fixed 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 Contractor with proper intimation. It is to be clearly understood that 48(Forty Eight) hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

9.0 TERMINATION:

In the event of the Contractor's failure to place equipment / vehicles 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 Contractor 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 Contractor to terminate this Agreement in whole or in part if the Contractor fails to perform any of his/her obligations under this agreement or if the Contractor does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise 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 shall be liable for any excess costs incurred by the Company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.

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

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

9.5 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated hereof and the Contractor shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years from date of issue of banning order 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 endeavour to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in Section-II (SOQ) of this Service Agreement. The above period shall be counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.

10.0(b) At the end of the month, the Contractor will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Contractor will also submit to the user department a certificate every month confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Contractor.

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

10.0(d) A daily logbook will be maintained in triplicate. The Contractor's representative or his/her operator / driver should collect the original and a copy of the daily logbook has to be submitted with statement-cum-bill for claiming payment.

11.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the 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 Contractor only and shall be his/her sole responsibility.

12.0 FORCE MAJEURE: In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bandhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):

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

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

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

- (c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- (d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- (e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- (f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

- (h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- (i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making

arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

- (j) The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- (k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- (l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliaganj, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 LIABILITY & INDEMNITY:

14.1 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 Contractor or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by wilful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

14.3 Except as otherwise, expressly provided, neither the Contractor nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to

the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by wilful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

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

14.5 INDEMNITY AGREEMENT:

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

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

14.8 INDEMNITY APPLICATION:

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

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

15.0 TAXES & LEVIES:

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

15.2 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.

16.0 ASSIGNMENT:

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

17.0 SUB-CONTRACT:

17.1 The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

18.0 STATUTORY OBLIGATIONS:

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

19.0 SET OFF CLAUSE:

Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

21.0 LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/ MOBILISATION OF EQUIPMENTS/ VEHICLES AND/OR COMPLETION OF WORKS AND SERVICES: Liquidated Damages will be applicable @0.5% of contract value per week or part thereof, for delay in placement of vehicle(s)/ equipment(s) for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of total Contract value (including mobilization cost).

22.0 **THEFT OF VEHICLE:**

22.0 (a) In the event that during the tenure of the contract(s), the vehicle is stolen and the same is authenticated with adequate proof of documentary evidence, no penalty shall be imposed during the period of unavailability of the vehicle on account of the same. Moreover, in case the vehicle is not recovered, the contractor(s) shall be given an option to place a new vehicle of similar or equivalent category of stolen vehicle to complete the remaining contractual period under the existing contract with all rates, terms & conditions remaining firm & applicable.

22.0 (b) In case the contractor(s) is not agreeable or unable to provide a new vehicle in lieu of the stolen vehicle to complete the remaining contractual period (to be intimated in writing by the contractor), the contract shall be short closed with no penalty for the remaining period and the security money may be release upon advise of the GM-Logistics.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF:

OIL INDIA LIMITED
(COMPANY)

.....
(CONTRACTOR)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

In presence of:

In presence of:

1) _____

1) _____

2) _____

2) _____

PART – 3
SECTION - II
SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

Description of Work/Service: Hiring services of 1(one) no. brand new diesel Hydraulic Telescopic Boom Mobile Crane having lifting capacity of minimum 18(eighteen) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360 degree continuous full capacity slew, pick & carry capacity of minimum 9(nine) metric tonnes at 3(three) metres radius, to be stationed at any place of OIL'S activities in Assam & Arunachal Pradesh for a period of 4(four) years.

Schedule of Work, Unit and Quantity:					SAC Code
Hiring services of 1(one) no. brand new diesel Hydraulic Telescopic Boom Mobile Crane					996601
Item No.	Description of Services	UOM	Quantity (A)	Rates per Crane (B)	Total Value [C=(A)x(B)]
10	FIXED CHARGE PER CRANE PER MONTH [Crane for 24 hours with services of operating crew for 8 hours duty everyday throughout the month. Operating crew for each crane shall comprise of at least 1(one) experienced operator and 3(three) helpers] at tendered cost of HSD (Rs.61.18).	MONTH	48		
20	RUNNING CHARGE PER KM PER CRANE [Est. 200 Km/Month] at tendered cost of HSD (Rs.61.18). (For movement of the crane from one work site to other)	KILOMETER	9,600		
Total					

Notes:

- No price is to be given / indicated in Techno – Commercial bid. Prices/Rates are to be indicated in Price Bid only. If Prices/Rates are disclosed/indicated in Techno-commercial/Technical Bid, then that offer will be rejected.**
- Bidder must include all liabilities including statutory liabilities but excluding GST in their quoted rates. GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence. Any input credit benefit received by the party must be passed on to OIL.
- Contractors are required to raise monthly GST Invoices for reimbursement of GST against the contract. In absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

4. **The rates are to be quoted in the PRICE BID FORMAT (PROFORMA-A) attached under “Notes & Attachments” tab of OIL’s e-Tender portal. The rates quoted in the “PRICE BID FORMAT” will only be considered for evaluation.**
5. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following:
- a) First variation in the quoted running charges will be effective provided fuel (HSD) price changes plus or minus 5% (Five percent) over the tendered HSD price of Rs.61.18 per litre. Subsequent variations in running charges will be effective once the fuel (HSD) price decreases or increases by another 5% over the existing fuel price [on the date on which last variation has effected] and so on i.e. for every 5% (or more) decrease or increase in existing fuel price there will be change in running charge accordingly. For any HSD price variation within 5% of the prevailing rate (fuel price in a particular time) there will not be any change in running charge. The variation will be calculated as follows:
- i) Increase/ Decrease in fixed charge / month / Crane for Re. 1.00 variation in fuel price: **Rs. 720.00** (Excluding GST)
- ii) Increase/ Decrease in running charge / km / Crane for Re. 1.00 variation in fuel price: **Rs. 0.42** (Excluding GST)
- b) Reimbursement/deduction of difference in chassis price will be applicable for any change (increase/decrease) in declared chassis price between period of bid closing and scheduled date of placement mentioned in the LOA. **Crane price declared in the offer/bid should be supported by a quotation obtained from an authorized dealer of the offered Crane.** However, the Company reserves the right to countercheck / verify the declared chassis price from the respective manufacturers / dealers. Moreover, for reimbursement/deduction of difference in chassis price, same place of delivery of the crane will be considered for which the party has mentioned chassis price in their bid. The variation will be @ Rs.260.00 (Rupees Two Hundred & Sixty only)[excluding GST] per month in the fixed charges against variation of vehicle price in blocks of Rs.10,000/ (Rupees TEN THOUSAND) only. The increase / decrease will be affected based on the price variation over the price of vehicle declared by the bidder. In case, the vehicle is placed beyond the due date of placement, the increase in vehicle price will be considered up to the due date of placement only. However, for decrease in price (even for decrease after due date of placement) actual date will be considered. Any claim towards increase in the price of vehicle chassis must be made with all documentary evidence at the time of placement of the vehicle into OIL's service. Such claims must be made within 06(Six) months from the date of placement of the vehicle and belated claims will not be entertained.
- c) Reimbursement/deduction of difference in Road Tax, Insurance (3rd Party Premium Only), Permit, Fitness & Pollution Certificate fee will be applicable for any change (increase/decrease) in the declared amounts between the period of bid closing and scheduled date of placement mentioned in the LOA. Reimbursement of Road Tax, Insurance (3rd Party Premium Only) etc. will be done on yearly basis during the contract period. The declaration format for declaring vehicle price, road tax, insurance etc. as on bid closing date is attached under "Notes and Attachment" Tab.
- d) The Bidder/Contractor is required to submit necessary supporting documents

while claiming reimbursements towards increase in Vehicle price, Road Tax, Insurance etc. mentioned in (b) & c) above.

6. The operating crew for each Crane Unit must comprise of at least 1(one) experienced operator and 3(three) helpers.
7. The Bidder(s) / Contractor(s), irrespective of their quoted rates should submit an undertaking (as per prescribed format, Annexure-C) to pay monthly wages & overtime to his/ her/their crew/staff engaged under this contract as per provisions of M.O.S dated 24.01.2014, copy of which is available at the office of CGM-CONTRACTS.

Present applicable wage rates are given below:
Monthly Wages:

Operator (Highly Skilled): Not less than **Rs.15,916.42** (excluding relief operator) per month per Operator for 8 hours duty.

Helper (Semi Skilled): Not less than **Rs. 11,418.42** (excluding relief helper) per month per Helper for 8 hours duty.

Note: The wage component in the above rates is based on Govt. of India notified wages and MoS dated 24.01.2014. Any revision in the Govt. of India notified rates will accordingly be considered during the pendency of the contract. The rates of wages shall accordingly be revised /amended from time to time against such revision as notified by Govt. of India. Contractor is to see Notice Board of Contracts Department/Logistics Department every month for any such revision/amendment. Any increase in Minimum Wage compared to the present applicable rates mentioned above will be reimbursed to the Contractor for actual man days of work for maximum 01 operator and 03 helpers. **Single Over Time and Double Over Time amounts will be paid as per actual requirement and at the prevailing rate as per the M.O.S. dated 24.01.2014/ Govt. Notification at the time of actual execution of the work.**

8. The Bidder(s) / Contractor(s) are required to pay the monthly wages to the Operator(s) & Helpers through Cheque or e-remittance and shall have to provide the details (as per OIL's format) along with the monthly bills.
9. **Vintage of Equipment/ Vehicle:** Brand New Cranes purchased & registered after issuance of LOA or as mentioned in the LOA.
10. **Mobilisation Period: 06(Six) months** from the date of issue of LOA or as mentioned in the LOA.
11. **Tenure of Agreement:** If all the Cranes awarded against a single/particular Contract have the same schedule date/duration of placement, then the Contract duration will be 04 (Four) years from the placement of 1st Crane. However, to meet operational requirements, OIL reserves the right to award separate Contracts to the same party (as per Tender evaluation criteria) for Cranes with different scheduled placement dates.
12. **Tendered cost of Fuel per litre: Rs. 61.18 (HSD)**
13. **Area of Operation:** Any place of OIL's activities in Assam & Arunachal Pradesh.

- 14.** The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actual.
- 15.** Based on Operational requirement, Company will use the Crane beyond 08 Hrs. per day. In such situations Single Over Time (SOT) and Double Over Time (DOT), wherever applicable, are to be given to the crew members at a rate mentioned in **para 7.0** above. This amount will be paid extra by OIL as per actuals. However, OIL will not pay any extra amount towards use/operation of the Crane(s) beyond 08 Hours except the aforesaid SOT and DOT for the Crew Members and running charge per kilometre.
- 16.** In the above bidding format:
- i) **FIXED CHARGE PER CRANE PER MONTH** means amount to be paid the Contractor per month for the service of Crane for 24 hours with services of operating crew for 8 hours duty everyday throughout the month. Operating crew for each crane shall comprise of at least 1(one) experienced operator and 3(three) helpers]. Bidders are required to quote their rates for Fixed Charge considering the Tendered Fuel Rate and Variation in Fixed Charge due to change in Fuels Price as mentioned in Para 5.0 above.
- Fixed charge will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding GST) as applicable, insurances, wages and other emoluments of Operator(s), Helper(s) and other operation staff/crew, if required inclusive of relief Operator(s), Helper(s) and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor 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 etc. Fixed charge should also include the cost of consumables and fuel required for operation of the crane at a stationary place when there is no km run.
- ii) **RUNNING CHARGE PER KM PER CRANE** includes cost of all consumables and fuel for movement of the crane from one work site to other.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

Description of Work/ Service: Hiring services of 1(one) no. brand new diesel Hydraulic Telescopic Boom Mobile Crane having lifting capacity of minimum 18(eighteen) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360 degree continuous full capacity slew, pick & carry capacity of minimum 9(nine) metric tonnes at 3(three) metres radius, to be stationed at any place of OIL'S activities in Assam & Arunachal Pradesh for a period of 4(four) years.

AA. BIDDER MUST INDICATE THE FOLLOWING:

1. NUMBER OF CRANES OFFERED (TO BE FILLED BY THE BIDDER IN THE BOX BELOW):

--

2. MAKE & MODEL OF THE CRANES OFFERED (TO BE FILLED BY THE BIDDER IN THE BOX BELOW):

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BB. TECHNICAL SPECIFICATIONS:

The cranes offered shall meet the following specifications:

1. Brand new diesel hydraulic telescopic boom mobile crane (procured and registered after issuance of LOA) having lifting capacity of minimum 18(eighteen) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360degree continuous full capacity slew. LATTICE BOOM CRANE NOT ACCEPTABLE. FLY JIB & AUXILIARY WINCH NOT REQUIRED.
2. Lifting capacity of minimum 9(nine) metric tonnes at 6(six) meters operating radius and to a height of lift of minimum 12(twelve) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.
3. Lifting capacity of minimum 3(three) metric tonnes at 12(twelve) meters operating radius and to a height of lift of minimum 16(sixteen) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.
4. PICK & CARRY capacity of minimum 9(nine) metric tonnes at 3(three) meters radius, minimum 5.5(five & half) metric tonnes at 5(five) meters radius & minimum 2.5(two & half) metric tonnes at 8(eight) meters radius at 4 to 5 kmph speed.
5. Hydraulically operated telescopic full power non-pinning boom of maximum length not less than 18(eighteen) meters.
6. Maximum operating outreach (operating radius) not less than 16(sixteen) meters.

7. Power hoisting and lowering.
8. 360 degree continuous full capacity slew.
9. Slew Lock (House Lock).
10. Full capacity counter weight for maximum rated load lifting.
11. Weight as minimum as possible; preferably within approx. 20(twenty) metric tonnes.
12. Rating not to exceed 85% (eighty five percent).
13. Drive & Steer: 4 x 4 x 4 or 4 x 2 x 4 with crab operation. Single wheel of size not less than 14.00 x 20 on each side of axle.
14. Crane equipped with electronic Safe Load Indicator (SLI) system complete with over-hoisting and over-lowering protections (SLI calibration preferably in Metric system).
15. Overall width and overall length as minimum as possible; within approximately 2500 mm and 11000 mm respectively. Outrigger lateral span not more than 5500 mm.
16. Full capacity hook block.
17. Audio-visual alarm for reversing.
18. All standard lightings, fittings & accessories (as per Motor Vehicle Act), two large Rear View Mirrors, Towing hook, First Aid Box, Fire Extinguisher spark arrestor (having tag of CCOE/PESO approved manufacturer), two Flood Lights at rear top of operator's cabin for night operation, etc.
19. The crane shall preferably be equipped with suitable odometer (milometer) to record kilometre run of the crane.

NOTE:

- i. Manufacturer's original printed technical leaflet/brochure (scanned copy) of the crane containing above details are to be submitted along with the bid.
- ii. Crane parameters including SLI calibration in Metric system is preferred. However, same shall not have any load bearing in bid evaluation.
- iii. 'Boom Tip Height' is considered as 'Height of Lift' indicated above.

CC. INFORMATION / DOCUMENTS TO BE SUBMITTED ALONG WITH BID:

In addition to the documents in support of turnover and experience, etc. as required under BRC, bidders are also required to submit the following along with the bid:

2. Make & Model of crane offered (as in Clause AA above).
3. Manufacturer's original printed technical leaflet/brochure (scanned copy) of the cranes containing all above technical details (Clause BB) amongst others.

DD. INSPECTION, DOCUMENTATION & STATUTORY COMPLIANCES:

1. The crane shall at all times be COMPREHENSIVELY INSURED by the contractor against all risks at his/her own cost. The crane shall possess all valid statutory certificates viz. Registration, Pollution, Fitness, Permits, Load Test certificate, etc. throughout the contractual period.
2. The crane shall be duly inspected / tested by the company before accepting it for operation. Such inspection/test shall be carried out entirely at contractor's risk. Any deficiency / defect found in the crane in any manner shall not be accepted until such deficiency / defect is completely rectified to the satisfaction of the company. Inspection / testing shall include amongst other operational testing of all functions of the crane unit, load testing, verification of all test certificates, etc.
3. At the time of above inspection during placement, copy of Sale Certificate (Form 21 or equivalent) and original copy of Certificate of Origin, Machine History Sheet/ Machine Build-up Document, etc. as applicable and as issued by the crane manufacturer shall be submitted amongst other relevant certificates/documents required for inspection.
4. IN ADDITION TO INSPECTION AT THE TIME OF PLACEMENT, THE CRANE SHALL BE INSPECTED EVERY THREE MONTHS THEREAFTER OR AS & WHEN CONSIDERED NECESSARY BY THE COMPANY DURING THE TENURE OF THE CONTRACT. ANY DEFICIENCY / DEFECT FOUND DURING SUCH INSPECTION MUST BE RECTIFIED BY THE CONTRACTOR TO THE FULL SATISFACTION OF THE COMPANY.
5. At the time of each inspection (during initial placement as well as subsequent inspections), all certificates/documents detailed above as well as other documents viz. driver's license, etc. shall be submitted in original for inspection/verification.

EE. TERMS & CONDITIONS AND OTHER COMPLIANCES:

1. The contractual period of the Contract Agreement shall be counted from the date of placement of the crane into company's service.
2. The crane shall be used for jobs like shifting, aligning, loading, unloading, placing including Pick & Carry operations, etc. of all types of company's materials in OIL areas of activities in ASSAM & ARUNACHAL PRADESH. The crane shall however be normally based at OIL's General Workshop (GWS) inside Industrial Area, Duliajan, Assam and shall be under their direct control for its day-to-day operations.
3. The operating crew for each crane shall comprise of at least 1(one) experienced operator (HMT operator) and 3(three) helpers/jugalees (crane for 24 hrs with services of operating crew for 8 hours duty everyday throughout the month).
4. The duty timing for deployment of operating crew on 8(Eight) hours basis shall be decided by the company and shall be binding on the contractor. The same may be changed from time to time at the discretion of company.
5. For proper & efficient functioning of crane services, contractor shall engage skilled supervisory staff/representative. The representative/supervisor shall report everyday to OIL's General Workshop (GWS) for receiving instructions for duties of the crane as necessary.

6. Contractor/his supervisor/representative shall also freely consult with company's engineer and other officers/staff regarding ways and means to improve the quality of services to company's satisfaction and to maintain a high standard of service and also furnish maintenance/servicing programme of their crane in advance.
7. It will be entirely the responsibility of the contractor/his supervisor/representative to ensure strict adherence of all safety and security measures during operation & movement as well as safety of all crew members engaged by him/her. Contractor and his/her crew shall abide by and comply with all the rules, regulations and guidelines on safety & security measures while on duty as per the Mines Act, any other act or statutory orders or directives issued by competent authority/company's representative/ S&E Department of OIL from time to time.
8. An undertaking of safety measures to be adopted has to be given by the contractor before commencement of services under this contract agreement. The format for such declaration is available in OIL's Contracts Department.
9. Each member of the operating crew must be in physically and mentally fit condition and shall not be under influence of intoxication of any type while on duty. The crew shall refrain from smoking or carry any inflammable substance at any company's installations.
10. The crew shall comply with all the requirements as provided in the Motor Vehicle Act and the Rules framed there-under.
11. For the purpose of payment for the service rendered, contractor shall accept as final the Log Sheets/statements certified by the company for day-to-day operation of the crane. Contractor shall maintain triplicate records of such Log Books/statements duly countersigned by company's engineer on day-to-day basis and shall submit the same and bills in such manner as prescribed by the company at the time of commencement of the service or as modified from time to time. While preparing such statements/bills, contractor shall exclude the kilometrage & time involved on their own account, such as garaging, servicing etc.
12. In case, contractor fails to place any crane for duty in time on any particular day without prior permission from the company, then the delayed placement/duty timings shall not normally be accepted. On such occasions, the crane shall be treated as shutdown and same shall attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified elsewhere in this contract agreement.
13. Similarly, if any crane is found to be deployed for any other duties during the period when released for parking at contractor's yard and/or during the period when allowed for routine servicing/maintenance, then also the crane shall be treated as shutdown and the same shall attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified elsewhere in this contract agreement.
14. During the currency of the Contract Agreement, the contractor shall neither withdraw the crane from service for any reason nor operate the crane for private purposes. Though the crane shall normally be based & deployed at OIL's General Workshop (GWS) inside Industrial Area, Duliajan, Assam, contractor shall not refuse to base & deploy the crane at any station in Assam & Arunachal Pradesh

from time to time if required by the company for its operations. Contractor shall also not refuse to carry out any job authorised by the company. In case of any such default, the crane shall be treated as shutdown and same shall attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified elsewhere in this contract agreement.

15. The crane shall be free from all financial/legal complications & encumbrances and should there be any interruption in company's jobs due to such complications, on demand, contractor shall compensate the loss to the company as decided by the company.
16. Any loss/damage/pilferage of company's materials during their handling by the crane shall be on contractor's account and company shall recover the cost of such materials as decided by the company from the bills of the contractor. This will be without any prejudice to any other recourse the company may have or exercise against the contractor.
17. It will be solely the contractor's responsibility to fulfil all legal & statutory obligations/formalities of Central and State governments as well as other statutory bodies for operating the crane, as applicable. The crane shall possess valid Registration, Pollution, Fitness, Permits, Comprehensive Insurance, Load Test certificate, etc. throughout the contractual period and it shall be the contractor's responsibility to procure and renew such certificates as and when necessary. The operator of each crane shall possess valid HMV Driving Licence (Heavy).
18. It will be also solely the contractor's responsibility to fulfil all legal & statutory obligations/formalities of Central and State governments for operating and plying the crane in Dibrugarh, Tinsukia, Sivasagar and any other districts of Assam & Arunachal Pradesh, as necessary. Contractor shall obtain and renew the necessary permits etc. required for his/her crew and vehicles/crane to enter and work in Arunachal Pradesh of his/her own.
19. Company shall not be responsible under any circumstances for any claim/compensation that arises due to damages/injury to the contractor's crane, vehicle, property, crew members, staff, etc.
20. During deployment at other than base station (the crane shall normally be based & deployed at OIL's General Workshop (GWS) inside Industrial Area, Duliajan, Assam), the crane may be required to halt overnight at such station, but no additional halting charges will be payable. In such an event, contractor shall have to bear the expenditures /arrangements as necessary of his/her own. Similarly, to meet the job requirement, crane may be stationed from time to time at Manabhum/Kumchai in Arunachal Pradesh and other areas of OIL's activities. In such an event, no extra charges shall be payable to the contractor and the contractor will have to arrange his/her own accommodation, etc. for his/her crew, staff, vehicle, etc.
21. The crane shall be allowed to be parked inside company's premises subject to availability of space at the end of duty everyday.
22. Contractor shall provide adequate quantity of tools & tackles, slings, hooks and other expedients necessary for loading /unloading/handling/pick & carry of materials by the crane to ensure prompt and efficient operations of the crane. The slings & hooks to be used and hook of the crane are to be get load tested and

certified by authorized persons of Department of Industries from time to time by the contractor and the certificate/s are to be submitted to the company. Company's engineer / Junior engineer or any other representative present at site shall have the power to reject any of these items, if found not suitable for use.

23. Contractor shall maintain the crane in perfect working condition for its rated capacity & designed efficiency, which is an essential obligation of the contractor.
24. Contractor shall provide necessary safety kits & liveries, PPE to his/her crew members. Contractor shall ensure that all the crew members of each crane supplied under this agreement regularly use Personal Protective Equipment (PPE) as per requirement of the Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the crew members is found without PPE, the crane will not be used by the company and such period of non-use shall be treated as shutdown. In case the contractor has any problem in supply of Safety Boots, Safety Helmet etc. under PPE to the crew members, he/she may request company to supply the same on chargeable basis.
25. The crew members/staff engaged by the contractor should be suitably trained on Safe Material Handling Practices. The crew members / staff are required to undergo Mines Vocational Training, Safety Training/classes arranged by the company. The contractor will not have any objection to such training/classes. Safe operating practices (SOP) for Materials handling is to be prepared by the contractor and the same will be approved by the Company's Engineer. Copy of SOP is to be kept with the crane operator.
26. Contractor shall ensure that his/her crew follow the instruction of the company's engineer / Junior engineer present at site. The crew members shall not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer on safe operation.
27. Only adult physically & mentally fit personnel shall be employed as crew member/staff. In no case, minor or adolescent workers shall be allowed to work as crew member/staff. Decision of company's engineer / representative as to the competency & suitability of any such member engaged by the contractor shall be final and binding on the contractor.
28. In order to maintain necessary operational efficiency, contractor is expected to possess a light passenger vehicle (Jeep, Pickup, etc.) or any other light transport arrangement for transportation of fuel, crew, expedients, maintenance staff or any other assistance required by the crane from time to time.
29. Contractor shall not refuse to operate his/her crane in slushy, muddy, and underfoot site conditions prevailing in OIL's operational areas, if company engineer certifies the condition of the site.
30. The crane shall have provision of audio-visual alarm for reversing. Reflecting tapes for easy identification from a distance shall be fixed at rear, front and either side of the crane.
31. Operator of each crane shall possess valid HMV Driving Licence (Heavy); in no circumstances an operator shall be allowed to operate the crane without having a valid driving licence. In such a default, the crane shall be treated as shutdown.

32. Crew for the crane shall comprise of 1(one) operator and 3(three) helpers/jugalees. In case the minimum 3(three) helpers/jugalees are not available, the crane shall not be allowed to operate and shall be treated as shutdown. However, in case of emergency when situation arises to utilise the service of the crane even with 2(two) helpers /jugalees, a penalty of Rs. 300/- (Rupees three hundred only) per crane per day or part thereof will be imposed and same shall be deducted from contractor's bill. In no case the crane with less than 2(two) helper/jugalee shall be accepted and allowed to work.
33. The lifting tackles such as ropes, slings, chains, shackles etc. should be as per BIS. The company's engineer / Junior engineer present at site shall have the power to reject any of these lifting equipment, if found not suitable for use.
34. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor and to be countersigned by competent official from the company. Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.
35. Except the rates detailed in Part-II 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.

FF. Contractor/Bidder has to comply all the conditions of the MOS dated 24.01.2014, copy of which is available at the office of CGM-Contracts. Some salient Conditions of the MOS dated 24.01.2014 are:

- (a) Operators and Helpers are entitled for a weekly day of rest after working for 06(six) consecutive days from the contractor engaging them and the contractor shall ensure reliever driver to run the services of the hired vehicles during the rest day.
- (b) **The contractor shall deposit the PF and EPF with the PF authorities positively on or before the 15th day of the subsequent month and will submit the PF and EPF deposit receipt to the Company. On production of the receipt, the amount will be reimbursed to the contractor. For compliance to the provisions of the EPF & MP Act, the contractor will approach the concerned PF authorities.**
- (c) The Operator(s) & Helper(s) will be **insured** for an amount of **Rs 04(Four) Lakhs** and **02(Two) Lakhs** respectively under **Group Personal Accident Policy (GPAP)** by the contractor for coverage under Employees Compensation Act, 1923. The annual premium will be **reimbursed** to the contractor by the Company on production of documentary evidence.
- (d) The Operator(s) & Helper(s) will be provided uniform and shoes by the contractor and the expenditure towards the same will be reimbursed to the contractor by the Company on submission of documents / proof of receipt as given below:

(i)	02(two) sets of uniform per year @ Rs 1500.00 x 2)	: Rs 3,000.00
(ii)	01(one) pair of shoe per year @ Rs 500.00)	: Rs 500.00
	Total	: Rs 3,500.00 per year
- (e) Mode of disbursing the monthly wages to the Operators & Helpers by the contractor will be through account payee cheques or bank transfer / e-remittance as may be agreed upon mutually amongst themselves. The contractor will have to issue proper wages slip to the Operators & Helpers containing therein all the requisite details such as income and deductions, if any.

- (f) The Operators & Helpers will be extended the benefits under the **Employees State Insurance (ESI) Act**.
- (g) The Operator(s) /Helper(s) will not be engaged by the contractor on the following grounds:
 - (i) On attaining the age of 60(sixty) years.
 - (ii) *The person is found medically unfit.
 - (iii) For any riotous behaviour and indiscipline.
 - (iv) Any person with adverse records.

*Note: The contractor will submit a Medical Fitness Certificate every 02(two) years in respect of the Driver engaged by him/her.

PART – 3
SECTION - IV

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES (SM)

Description of work/service: Hiring services of 1(one) no. brand new diesel Hydraulic Telescopic Boom Mobile Crane having lifting capacity of minimum 18(eighteen) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360 degree continuous full capacity slew, pick & carry capacity of minimum 9(nine) metric tonnes at 3(three) metres radius, to be stationed at any place of OIL'S activities in Assam & Arunachal Pradesh for a period of 4(four) years.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub sub-contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to

follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Yours Faithfully,
FOR & ON BEHALF OF CONTRACTOR

Date_____

M/s_____

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 **services under Tender No. CDT5869P18**. 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 Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or

the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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 credibility 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.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

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 Earnest Money Deposit / Bid Security.

(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 Security Deposit / Performance Bank Guarantee.

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 Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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

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. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**
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. **The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.**

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

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

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

For the Principal

Place: Duliajan

Date: --.--.2017

For the Bidder/Contractor

Witness1:

Witness 2:

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

BID FORM

TO,
OIL INDIA LIMITED,
DULIAJAN-786602
DIBRUGARH, ASSAM, INDIA

SUB: BID FORM.
E-TENDER NO.: CDT5869P18

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference.

We undertake, if our Bid is accepted, to commence the work as per date mentioned in the work order.

If our Bid is accepted, we will provide PBG /Security Deposit of **10% of annualized contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20____ .

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

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

GOODS AND SERVICES TAX

1.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

1.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

1.3 “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

1.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places (if mentioned) in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

1.5 Bidder should also mention the **Harmonised System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.

1.6 Where the OIL is entitled to avail the input tax credit of GST:

1.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

1.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

1.7 Where the OIL is not entitled to avail/take the full input tax credit of GST:

1.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

1.7.2 N/A.

- 1.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 1.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 1.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 1.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 1.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 1.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 1.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 1.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. **Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.**
- 1.16 **It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.**
- 1.17 **In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/ taxes finally assessed is on the lower side.**

- 1.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 1.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 1.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 1.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.
- Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.
- Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.
- Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.
- The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 1.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 1.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 1.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 1.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

1.26 **Documentation requirement for GST**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
 - b) Serial number of the invoice;
 - c) Date of issue;
 - d) Name, address and GSTIN or UIN, if registered of the recipient;
 - e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - f) HSN code of goods or Accounting Code of services[SAC];
 - g) Description of goods or services;
 - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
 - i) Total value of supply of goods or services or both;
 - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
 - k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
 - l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
 - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - n) Address of the delivery where the same is different from the place of supply and
 - o) Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

1.27 **Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

FORMAT FOR BIDDER DETAILS
(To be filled up by the Bidder as applicable)

1. Name of the Bidder:
2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.) with details of owner/partner/director:
3. Registered Postal Address with PIN Code:
4. Telephone Number:
5. Mobile Number:
6. E-mail ID:
7. Fax Number:
8. PAN:
9. GST Registration No. (if available):
10. PF Code (if available):
11. ESI Code / Sub-Code (if available):
12. Bank details of bidder:
Name of Bank, Branch Code & Address:
Account Type (Savings/Cash credit/Current etc.):
Account Number:
IFSC / RTGS Code of the Branch:
NEFT Code of the Bank:
13. Bid Security / EMD: Deposited vide Bank Guarantee: No. _____ date _____ of _____ /Online Payment Gateway.

The Bidder(s)/Contractor(s) shall submit the PAN, GST Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) from appropriate authority. In case, the Bidder does not possess GST Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder shall be required to submit the same later on as & when asked by OIL.

Yours faithfully,
FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

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

FORMAT FOR UNDERTAKING AS PER BEC/BRC CLAUSE NO. 1.1.2

Date: _____

TO
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

SUB: DECLARATION AGAINST BEC/BRC CLAUSE NO. 1.1.2
E-TENDER NO.: CDT5869P18

Dear Sir,

With reference to above noted tender, I/we hereby confirm that if the contract under the above tender is awarded to me/us, I/we would supply the number of Cranes mentioned below strictly as per all the desired specifications as detailed in the tender document.

Make and model of Crane offered, (to be filled by the bidder):

1. MAKE & MODEL OF THE CRANES OFFERED →	
2. NUMBER OF CRANES OFFERED (MUST BE 1 NO.) →	
The original printed leaflet of the said Crane model is enclosed herewith.	

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

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

FORMAT FOR UNDERTAKING AS PER NOTE NO.7.0, SOQ (SECTION-II of PART-3)

Date: _____

**TO
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN**

SUB: DECLARATION AGAINST NOTE NO.7.0 OF SOQ (SECTION-II).
E-TENDER NO.: CDT5869P18

Dear Sir,

With reference to above noted tender, I/We hereby confirm that if the contract under the tender is awarded to me /us, I/We will pay monthly wages & overtime to our crew /staff engaged under this contract as per M.O.S dated 24.01.2014/ minimum wages as notified by the Central Govt., whichever is higher.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

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

STATEMENT OF NON-COMPLIANCE
E-TENDER NO.: CDT5869P18
(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

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above format 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.

LETTER OF AUTHORITY

**TO,
THE CGM-CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM- 786602**

Sir,

SUB: LETTER OF AUTHORITY
E-TENDER NO.: CDT5869P18

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against above mentioned IFB for **Hiring services of 1(one) no. brand new diesel Hydraulic Telescopic Boom Mobile Crane having lifting capacity of minimum 18(eighteen) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360 degree continuous full capacity slew, pick & carry capacity of minimum 9(nine) metric tonnes at 3(three) metres radius, to be stationed at any place of OIL'S activities in Assam & Arunachal Pradesh for a period of 4(four) years.**

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

Note: This letter of authority shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

BANK GUARANTEE FORMAT FOR BID SECURITY

To:

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of Hiring Services of 1(one) no. brand new ALS Ambulance (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDT5869P18**.

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

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

THE CONDITIONS of these obligations are:

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 150 days from the Bid Closing date.

Note: The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760/MT 760 COV for issuance of bank guarantee.
- ii) “MT 760/MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:

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

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

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

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

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

This guarantee is valid until the -----day of -----

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

Note: The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) "MT 760/MT 760 COV for issuance of bank guarantee.
- ii) "MT 760/MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER
HEAD

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number:

Signature

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To,
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and
address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No._____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

TECHNICAL CHECKLIST/REQUIREMENT SHEET

Sl. No	Clause No. of Tender Document /BEC/BRC/ Technical Specification/ Scope of work	DESCRIPTION	Bidders Remarks Compiled/Not Compiled/Deviation	Bidders to indicate relevant Page No. of their bid to support the remarks/compliance
1	Part-2; Clause-1.1.1	The bidder shall have experience of 01(one) SIMILAR WORK minimum Rs. 28.66 lakhs (Rupees Twenty-Eight Lakhs Sixty-Six Thousand Only) in Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Corporations in previous 07 (seven) years to be reckoned from the original bid closing date i.e. within the period 01.11.2010 to 31.10.2017 (both days inclusive). Documentary evidence must be submitted along with the Techno-Commercial Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. showing: (a) Gross value of job done; and (b) Nature of job done; and (c) Time period covering as per the NIT. Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are not acceptable as evidence. However, if Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL's own records of execution. <u>Note to clause 1.1.1:</u> (i) "Similar Work" means- Services of providing services of Cranes or any other Transport Services involving Heavy Vehicles / Logistic equipment. (ii) Similar work executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting the experience. (iii) The starting date and/or the job completion date of the Similar work need not necessarily fall within the seven years period of 01.11.2010 to 31.10.2017, but		

		the value of Similar work done must be of requisite amount within the period (01.11.2010 to 31.10.2017) . (iv) Bidder(s) executing similar nature of work which is still running will also be taken into consideration if the bidder(s) meets the prescribed value within the period (01.11.2010 to 31.10.2017) .		
2	Part-3; Section-III; Clause-BB	TECHNICAL SPECIFICATIONS - The cranes offered shall meet the following specifications:		
		1. Brand new diesel hydraulic telescopic boom mobile crane (procured and registered after issuance of LOA) having lifting capacity of minimum 18(eighteen) metric tonnes at 3(three) meters operating radius on fully extended outriggers and with 360degree continuous full capacity slew. LATTICE BOOM CRANE NOT ACCEPTABLE. FLY JIB & AUXILIARY WINCH NOT REQUIRED.		
		2. Lifting capacity of minimum 9(nine) metric tonnes at 6(six) meters operating radius and to a height of lift of minimum 12(twelve) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.		
		3. Lifting capacity of minimum 3(three) metric tonnes at 12(twelve) meters operating radius and to a height of lift of minimum 16(sixteen) meters from ground level on fully extended outriggers and with 360 degree continuous full capacity slew.		
		4. PICK & CARRY capacity of minimum 9(nine) metric tonnes at 3(three) meters radius, minimum 5.5(five & half) metric tonnes at 5(five) meters radius & minimum 2.5(two & half) metric tonnes at 8(eight) meters radius at 4 to 5 kmph speed.		
		5. Hydraulically operated telescopic full power non-pinning boom of maximum length not less than 18(eighteen) meters.		
		6. Maximum operating outreach (operating radius) not less than 16(sixteen) meters.		
		7. Power hoisting and lowering.		
		8. 360 degree continuous full capacity slew.		
		9. Slew Lock (House Lock).		
		10. Full capacity counter weight for maximum rated load lifting		
		11. Weight as minimum as possible; preferably within approx. 20(twenty) metric		

		tonnes.		
		12. Rating not to exceed 85% (eighty five percent)		
		13. Drive & Steer: 4 x 4 x 4 or 4 x 2 x 4 with crab operation. Single wheel of size not less than 14.00 x 20 on each side of axle.		
		14. Crane equipped with electronic Safe Load Indicator (SLI) system complete with over-hoisting and over-lowering protections (SLI calibration preferably in Metric system).		
		15. Overall width and overall length as minimum as possible; within approximately 2500 mm and 11000 mm respectively. Outrigger lateral span not more than 5500 mm		
		16. Full capacity hook block.		
		17. Audio-visual alarm for reversing.		
		18. All standard lightings, fittings & accessories (as per Motor Vehicle Act), two large Rear View Mirrors, Towing hook, First Aid Box, Fire Extinguisher spark arrestor (having tag of CCOE/PESO approved manufacturer), two Flood Lights at rear top of operator's cabin for night operation, etc.		
		19. The crane shall preferably be equipped with suitable odometer (milometer) to record kilometre run of the crane		
		NOTE: i. Manufacturer's original printed technical leaflet/brochure (scanned copy) of the crane containing above details are to be submitted along with the bid. ii. Crane parameters including SLI calibration in Metric system is preferred. However, same shall not have any load bearing in bid evaluation. iii. 'Boom Tip Height' is considered as 'Height of Lift' indicated above		
		CC: INFORMATION / DOCUMENTS TO BE SUBMITTED ALONG WITH BID: In addition to the documents in support of turnover and experience, etc. as required under BRC, bidders are also required to submit the following along with the bid		
		1. Make & Model of crane offered (as in Clause AA above).		
		2. Manufacturer's original printed technical leaflet/brochure (scanned copy) of the cranes containing all above technical details (Clause BB) amongst others.		
3	Part-2; Clause-1.2.1	Annual Financial Turnover of the bidder during any of the preceding three		

		financial/accounting years from the original bid closing date should be at least Rs. 17.20 lakhs (Rupees Seventeen Lakhs Twenty Thousand Only).		
	1.2.2	Net worth of bidder must be positive for preceding financial/accounting year.		
	1.2.3	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year 2016-2017 (as the case may be) has actually not been audited so far.		
		Notes: a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:		
		(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE H.		
		(ii) Audited Balance Sheet along with Profit & Loss account.		
		b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.		