



**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) पंजीकृत कार्यालय: सुल्लाराम, अक्का  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Dulejan, Akkum

**KG Basin Project**

#Door No.11-4-7,  
Nookalamma Temple Street,  
RamaraoPeta  
KAKINADA-533004 A.P.  
Phone (O) 0884-2302176  
FAX: 91-884-2352383  
Email: kgbasin@oilindia.in

**FORWARDING LETTER**  
**(Indigeneous Competitive Bidding)**

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

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\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

**Sub: OIL's TENDER No. **CEI4266P17** FOR HIRING OF PASSENGER VEHICLES FOR A PERIOD OF 02(TWO) YEARS FOR KG BASIN PROJECT, OIL INDIA LTD, AT KAKINADA, ANDHRA PRADESH**

OIL INDIA LIMITED a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms / contractors meeting the requisite criteria for the subject work under **SINGLE STAGE TWO BID System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>.

For your ready reference, few salient points (covered in details in this Bid Document) are highlighted below:

(i)	TENDER/IFB NO.	<b>CEI4266P17</b>
(ii)	TYPE OF BID	SINGLE STAGE-TWO BID
(iii)	TENDER FEE	<b>Rs. 1000.00</b> 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.
(iv)	SALE OF TENDER DOCUMENTS	<b>Within working hours from 03.04.2017 to 26.04.2017.</b>
(v)	BID CLOSING DATE & TIME	AS PER ONLINE TENDER
(vi)	TECHNO-COMMERCIAL BID OPENING DATE & TIME	AS PER ONLINE TENDER
(vii)	PRICED BID OPENING DATE & TIME	WILL BE INTIMATED TO THE ELIGIBLE BIDDER(S) NEARER THE TIME

(viii)	BID OPENING PLACE	OFFICE OF EXECUTIVE DIRECTOR (KGB&BEP), OIL INDIA LIMITED, D.NO.11-4-7, 3RD FLOOR, NOKALAMMA TEMPLE STREET, RAMARAOPET, KAKINADA-533004 ANDHRA PRADESH, INDIA
(ix)	BID VALIDITY	120 DAYS FROM DATE OF CLOSING OF TECHNO COMMERCIAL BID
(x)	MOBILIZATION TIME	WITHIN 07 DAYS FROM DATE OF MOBILIZATION NOTICE ISSUED BY THE COMPANY
(xi)	BID SECURITY AMOUNT	<p><b>Rs. 5,04,250.00</b></p> <p>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 ED (KGB&amp;BEP) on or before 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.</p> <p>The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.</p>
(xii)	BID SECURITY VALIDITY	150 DAYS FROM DATE OF OPENING OF TECHNO-COMMERCIAL BID.
(xiii)	AMOUNT OF PERFORMANCE GUARANTEE	10% OF ANNUALIZED CONTRACT VALUE.
(xiv)	VALIDITY OF PERFORMANCE SECURITY	90 DAYS BEYOND THE DATE OF COMPLETION OF CONTRACT.
(xv)	DURATION OF THE CONTRACT	2(TWO) YEARS WITH A PROVISION FOR EXTENSION FOR ANOTHER 01(ONE) YEAR AT THE SAME RATES, TERMS &

		CONDITIONS AT THE SOLE OPTION OF OIL.
(xvi)	QUANTUM OF LIQUIDATED DAMAGE FOR DEFAULT IN TIMELY MOBILIZATION	@0.5 % OF THE ESTIMATED TOTAL CONTRACT VALUE FOR DELAY PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 7.5% OF CONTRACT VALUE INCLUDING MOBILISATION COST.
(xvii)	BIDS TO BE ADDRESSED TO	EXECUTIVE DIRECTOR (KGB & BEP), OIL INDIA LIMITED D.NO.11-4-7;3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004 ANDHRA PRADESH, INDIA

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

- 2.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 2.2 Bidders must have a valid User ID to access OIL 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.
- 2.3 No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal is available on OIL's website: [www.oil-india.com](http://www.oil-india.com). The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and Attachments and details uploaded under Technical RFx.
- 2.4 In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

### **2.5 EXEMPTION OF TENDER FEE:**

- 2.5.1 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 Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which

bidder are registered [or they intend to quote against OIL tenders ] with any of the aforesaid agencies.

2.5.2 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.

2.6 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](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

### **3.0 IMPORTANT NOTES:**

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of Executive Director (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.

Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

A scanned copy of this document should also be uploaded online along with the un-priced Techno-commercial bid documents.

Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Executive Director (KGB & BEP), in presence of the authorized representatives of the bidders.

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

Bids without Bid Security in the manner specified above will be summarily rejected.

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

**4.0** The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-commercial Bid should be as per Scope of Work &

Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **Technical RFx Response- > User - > Technical Bid only**. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in the “Technical RFx Response” Page.** Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**.

The Price Bid rates to be quoted as specified in the “PRICE BID FORMAT” attached just below the “Tendering text” in the attachment option under **“Notes & Attachments”** of OIL’s e-Tender portal. The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation. Please note that no price details should be uploaded in Technical RFx Response Tab.

Offer not complying with above submission procedure will be rejected.

**5.0** The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Proforma-J Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

(Note: Shri Rajiv Mathur, IPS (Retd.), e-mail ID: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com) and Shri Satyananda Mishra, IAS (Retd.), e-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com) have been appointed as Independent External Monitors).

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

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(A. Baruah)  
Dy. Manager (Materials)  
For Dy. General Manager (C&P)  
For Executive Director (KGB & BEP)

**PART-1**

**INSTRUCTIONS TO BIDDERS**

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

**A. BIDDING DOCUMENTS**

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

- (a) A forwarding letter highlighting the following points:
- (i) Oil India Limited's Tender No.
  - (ii) Type of Bidding
  - (iii) Cost of Bid Document
  - (iv) Bid closing date and time.
  - (v) Bid opening date & time
  - (vi) Bid Opening Place
  - (vii) Bid Validity
  - (viii) Bid Security Amount
  - (ix) Bid Security Validity
  - (x) The amount of performance guarantee
  - (xi) Validity of Performance Security
  - (xii) Duration of Contract
  - (xiii) Quantum of Liquidated Damage
  - (xiv) Bids to be addressed to
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC), (Part-2)
- (d) General Terms and Conditions, (Section-I) (Part-3)
- (e) Scope of work, (Section-II)
- (f) Special Conditions of Contract, (Section - III)
- (g) Price Bid Format, (Proforma-A)
- (h) Bid Form, (Proforma-B)
- (i) Certificate of compliance with respect to BRC, (Proforma-C)
- (j) Statement of non-compliance (except BRC), (Proforma-D)
- (k) Performance Security Form, (Proforma-E)
- (l) Contract Form, (Proforma-F)
- (m) Authorization for Attending Bid Opening, (Proforma-G)
- (n) Proforma of Bid Security (Bank Grantee), (Proforma – H)
- (o) Letter of Authority (Proforma – I)
- (p) Integrity Pact (Proforma – J)
- (q) Certificate for Annual Turnover and Net worth (Proforma – K)
- (r) Duty Slip Proforma (Proforma – L)
- (s) Checklist (Proforma – M)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially

responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their 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. Bids will be accepted only if they are in the form issued to the party.
- 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 Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Portal in the C-folder under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders are to check from time to time the E-Tender portal ("Technical RFX Response" under the tab "Amendment to Tender Documents") for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

**B. PREPARATION OF BIDS**

**5.0 LANGUAGE OF BIDS:**

- 5.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.
- 5.2 BIDDER'S NAME & ADDRESS : Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

**6.0 DOCUMENTS COMPRISING THE BID:**

- 6.1 Bids are invited under Single Bid System. The bid to be uploaded by the Bidder in OIL's E-portal shall comprise of the following components:

**I. TECHNO-COMMERCIAL BID**

- (i) Documentary evidence in accordance with the Bid Evaluation Criteria (BEC) as per Part-2.
- (ii) Statement of compliance with respect to BRC as per Proforma-C.
- (iii) Statement of non-compliance (except BRC) as per Proforma-D showing the list of deviation taken by the bidder except for the conditions under BRC.
- (iv) Scanned copy of the Bid Security.

- (v) Integrity Pact as per PROFORMA-J, digitally signed by the Bidder.
- (vi) Letter of Authority as per PROFORMA-I.
- (vii) Certificate of Annual Turnover and Net Worth as per PROFORMA-K.
- (viii) Duly filled in Checklist as per PROFORMA-M

**II. COMMERCIAL (PRICED) BID**

- (i) Price Bid Format as provided in Proforma-A.
- (ii) Bid Form as provided in Proforma-B

**7.0 BID FORM:**

- 7.1 The bidder shall complete the Bid Form and appropriate price Schedule furnished in the Bidding Document.

**8.0 BID PRICE:**

- 8.1 Prices are to be quoted as per the Bidding format vide Proforma-A of the tender document. The rates quoted shall be per unit as specified in the Price Schedule and are to be quoted in figures only.
- 8.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 The quoted rates must be inclusive of all taxes, license/other fees, or any other applicable Govt. levies. Any additional Govt. levies/taxes paid by the contractor due to subsequently enacted law of the Govt., Company will reimburse the same to the contractor against documentary evidence of payment.

**9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

- 9.1 These are listed in Bid Evaluation Criteria vide Part-2.

**10.0 PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail).

**11.0 BID SECURITY:**

- 11.1 Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".
- 11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9.
- 11.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be



submitted in a separate envelope and shall be in any one of the following forms:

- (A) A Bank Guarantee or irrevocable Letters of Credit in the prescribed format vide Proforma-H. Bank Guarantee/LC issued from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder. Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., E-mail address. The bidders will have to submit the Bank Guarantee from any of the scheduled banks on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.
  - (B) Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.
- 11.4 Any bid not secured in accordance with sub-clause 11.3 above shall be rejected by the Company as non-responsive.
  - 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
  - 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
  - 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the Contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security is furnished.
  - 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
  - 11.9 The Bid Security may be forfeited: i) The bidder withdraws the bid within its original/extended validity. ii) The bidder modifies/revise their bid suo-moto. iii) Bidder does not accept the order/contract. iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract. v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
  - 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
  - 11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder in the "Technical RFx Response" of OIL's E-portal. The Original Bid Security shall be submitted by the bidder to the office of Group General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street,

Ramaraopet, Kakinada-533004 in a sealed envelope which must reach the above address before the Bid Opening date failing which the bid shall be rejected.

11.12 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.

11.13 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

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

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

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

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

**C. SUBMISSION AND OPENING OF BIDS:**

**13.0 FORMAT AND SIGNING OF BID:**

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 13.2 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 may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company may sustain on account thereof. In addition to the above, Bid Security/ Performance Security (as the case may be) will be forfeited and the party shall be debarred for a period of 2(two) years.
- 13.3 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.
- 13.4 Any person signing the Bid or any other document in respect of this Bidding 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. Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

#### **14.0 SUBMISSION OF BIDS**

- 14.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "Vendor User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment under "Notes and Attachment" Tab. No price should be given in the "Technical RFx Response", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered.

However, the following documents should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be addressed to Executive Director, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada-533004 as indicated in the IFB:

- (i) The Original Bid Security along 1 (one) copy.
- (ii) Power of Attorney for signing of the bid digitally
- (iii) Any other document required to be submitted in original as per bid document requirement.
- (iv) Printed catalogue and literature if called for in the bid document.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

- 14.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma -D of the bid document and the same should be uploaded along with the Techno-commercial Bid.
- 14.3 Timely delivery of the documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.
- 14.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 15.0 DEADLINE FOR SUBMISSION OF BIDS:

**No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the e-Tender Portal.** Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. The documents in physical form as stated in Para 14.1 must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

- 16.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:
- 16.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 16.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

17.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

18.0 RETURN OF LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded and submitted in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

19.0 OPENING OF TENDERS:

19.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

19.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

20.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Part-2) of the tender document.

**D. AWARD OF CONTRACT**

21.0 AWARD CRITERIA:

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

22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept any bid and to reject any or all bids.

23.0 NOTIFICATION OF AWARD:

23.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing that his bid has been accepted.

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

24.0 SIGNING OF CONTRACT:

- 24.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of Works, Schedules of Rates and all other relevant documents.
- 24.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 24.3 In the event of failure on the part of the successful Bidder to sign the Contract, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

25.0 PERFORMANCE SECURITY:

- 25.1 The successful Bidder shall furnish the Performance Security for an amount specified in the Forwarding Letter in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or demand draft or in any other form acceptable to the Company from a Bank located in India. The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 25.2 The Performance Security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the Performance Security accordingly.
- 25.3 Failure of the successful Bidder to comply with the requirements of Clause 24.0 and/or 25.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

26.0 PAYMENT TERMS:

The bill shall be submitted in triplicate on monthly basis for payment. Payment shall be released within 30 days from the date of receipt of bill if found in order after deducting Income Tax or any other statutory deductions as applicable, penalty liquidated damage, if any, retention money etc.

While submitting monthly bills for payment, the contractor shall furnish an undertaking to the effect that all statutory provisions have been complied with including payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI (if applicable). He will also state that in case of any labour unrest or dispute or claim arising at any point of time due to non-implementation of any law, rules or regulations for the

period, the responsibility shall solely be the contractor and they will resolve the dispute satisfactorily at their cost and risk without any liability on Oil India Ltd under the Workmen's Compensation Act or any other Act (s) applicable.

27.0 LIQUIDATED DAMAGES:

The Contractor shall mobilize their personnel and equipment within the specified time for commencement as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the evaluated value of the Contract for one year, per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

28.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS: If it is found that a bidder/Contractor has furnished fraudulent information/documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**END OF PART-1**

**PART-2**

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

**BID REJECTION CRITERIA (BRC)**

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

- 1.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 2.0 Bids with shorter validity will be rejected as being non-responsive.
- 3.0 Bid Security shall be uploaded as a part of the Techno-commercial Bid in OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of Executive Director (KGB&BEP), KAKINADA, India in a sealed envelope and must reach office of the Executive Director, Kakinada before the Techno-commercial Bid Opening date and Time. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security will be rejected.
- 4.0 Any Bid containing false statement will be rejected.
- 5.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
- 6.0 Any Bid received by Company after the deadline for submission of Bids prescribed herein in any form will be rejected.
- 7.0 Conditional offers will be rejected.
- 8.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
  - (i) Bid Security Clause
  - (ii) Performance Guarantee Clause
  - (iii) Force Majeure Clause
  - (iv) Tax Liabilities Clause
  - (v) Arbitration Clause
  - (vi) Acceptance of Jurisdiction and Applicable Law
  - (vii) Liquidated damage and penalty clause
  - (viii) Guarantee/Warranty clause
  - (ix) Termination Clause
  - (ix) Integrity Pact



**BID EVALUATION CRITERIA (BEC)**

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

**1.1** The bidder offering their services must have their own fleet of vehicles of minimum 5 Nos. registered as Taxi in the firm/owner's name and the vintage of the same should not be more than 2 years as on the date of the original Bid closing date. The bidders must submit along with their techno-commercial bid, copies of Registration Certificate of the vehicles as documentary evidence. Bids without such documentary evidence will be rejected.

**1.2** The bidder shall have experience of executing SIMILAR services in PSUs / Central Govt./ State Govt. Organizations or Enterprises or Private firms/ companies during the last 7 (seven) years to be reckoned from original bid closing date for 01(One) similar work costing not less than Rs.1.26 Cr.

Documentary evidences of job experience as stated above – Statement to be furnished by bidder in tabular form along-with copies of Contract/Work Orders/Completion Certificates/Proof of release of Performance Security/ Final Payment certificate issued by clients/any other documentary evidence that can substantiate the satisfactory execution of Contracts.

Note: "SIMILAR" services means transport services provided with passenger vehicles to Government Departments, PSUs or private sector organizations.

**1.3** Documentary evidence in support of sound financial standing and Bank Account.

**1.4** The contractor/firm should have annual financial turnover of atleast Rs. 75.64 lakhs in any of the preceding 3 (three) financial years reckoned from the original bid closing date. Also, the Net worth of the bidder should be positive for the preceding financial/accounting year.

**1.5** For proof of annual turnover and net worth (Clause No. 1.4 above), anyone of the following documents must be uploaded along with the Un-Priced Techno-Commercial Bid:

(i) A certificate issued by a practising Chartered / Cost Accountant Firm with Membership Number and Firm Registration Number certifying the annual turnover and net worth as per PROFORMA-K of the Tender.

OR

(ii) Audited Balance Sheet and Profit & Loss account.

**1.6** Note to Clause No. 1.3, 1.4 & 1.5 above: 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 also 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 along-with the bid certifying that the "Balance Sheet/Financial Statements for the preceding financial/accounting year from the original bid closing date has actually not been audited so far.

- 1.7 All the certificates and documentary evidences required to be submitted in support of Para 1.1 to 1.6 above should be legible. Illegible /incomplete certificates or documents will not be considered for evaluation.

### **GENERAL**

- 1.1 Proforma-D - The compliance statement should be duly filled up. In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 1.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 1.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

### **PRICE BID EVALUATION CRITERIA**

- 1.1 Bids will be technically evaluated on the basis of the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.
- 1.2 Bids conforming to the specifications with required experience criteria, the terms and conditions stipulated in the tender and conforming with the Bid Evaluation Criteria will be evaluated to determine the lowest bidder.
- 1.3 The Priced-Bids will be evaluated using the rates quoted in the PRICE BID FORMAT (PROFORMA-A) on the following basis;
  - (a) The quantities given in the Price Bid Format (PROFROMA-A) against each item are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate **the total estimated value of the contract** to determine the lowest bid for that category.
  - (b) The estimated quantities indicated in PROFORMA-A against each item is for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual work done/materials supplied.

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

- (a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- (b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- (c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- (d) Documentation required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidders 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.

**END OF PART-2**

**PART-3**

**SECTION-I**

**GENERAL TERMS AND CONDITIONS**

**1.0 DEFINITIONS:**

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“HIRING OF PASSENGER VEHICLE FOR A PERIOD OF 02(TWO) YEARS FOR KG BASIN PROJECT, OIL INDIA LTD, AT KAKINADA, ANDHRA PRADESH”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the first passenger vehicle along with driver is hired by the Company as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

**2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:**

- 2.1 The Contract shall become effective as of the date the company notifies the successful bidder(s) that they have been awarded the Contract from and it shall remain in force for a period of two year on regular requirement and on call on basis (as specified in the Forwarding Letter) from the date of commencement. The Contract may be extended upto another one year or lesser period at the option of the Company at the same rates, terms and conditions. Services are tentatively required from **01.07.2017**.
- 2.2 Subsequent extension of the Contract will be on rates, terms and conditions to be mutually agreed upon between the parties.

**3.0 CONTRACTOR'S PERSONNEL:**

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by Company to be undesirable.

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the vehicles and control deployment program of vehicle or examine records kept at vehicle/site by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit drivers with valid driving license as required to perform the work.

- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

5.0 **GENERAL OBLIGATIONS OF COMPANY:**

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its drivers access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 **PAYMENT TERMS**

As defined under para 26.0 of Part-1.

7.0 **PENALTY:**

As defined under para 27.0 of Part-1.

8.0 **TAXES AND DUTIES**

- 8.1 All taxes whether Corporate or Personnel or any other tax including Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by Contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.

- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.
- 9.0 **SUBSEQUENTLY ENACTED LAWS:**  
Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.
- 10.0 **USE OF COMPANY'S EQUIPMENT** [*Not applicable against this tender/contract*]:
- 10.1 ~~Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to Contractor, the Contractor shall compensate the company.~~
- 11.0 **WAIVERS AND AMENDMENTS:**

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized

agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

**12.0 CONFIDENTIALITY:**

- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

**13.0 NOTICES:**

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

**COMPANY**

OIL INDIA LIMITED  
KG Basin Project  
Door No.11-4-7  
Nookalamma Temple street  
Ramarao Peta  
Kakinada-533004  
Fax No. 0884-2302179  
kgbasin@oilindia.in

**CONTRACTOR**

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

**14.0 HEADINGS:**

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

**15.0 Assignment and Sub – letting :**

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer , assign or sublet the Contract or any part or share / thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

**16.0 Tax Liability:**

All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, duties, sales tax, VAT, Service Tax etc.

**END OF SECTION-I**



## **SECTION-II**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1.0 ASSOCIATION OF COMPANY'S PERSONNEL**

- 1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor, monitor the services so as to ensure timely/orderly execution of obligations of the Contractor under the Contract. He shall also have the authority to oversee the execution of the Contract by the Contractor and to ensure compliance of provisions of the contract.
- 1.2 There shall be free access to the vehicles provided by the Contractor during operations and idle time by Company's representatives for the purpose of observation/inspection in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

#### **2.0 PROVISION OF PERSONNEL AND FACILITIES**

- 2.1 The Contractor shall provide competent and experienced Driver (s) for the services as per provision of this contract. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Driving license, Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data, if and when asked by the Company's representative.
- 2.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation, vacation, salaries and all amenities, termination payment at no charge to the Company.

#### **3.0 INSURANCE**

- 3.1 Contractor shall arrange comprehensive insurance to cover all risks in respect of the vehicles and personnel/driver belonging to Contractor or its sub-contractor during the currency of the contract.
- 3.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
  - a) Comprehensive workmen compensation insurance as required by the laws of the country of origin of employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.

- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
  - d) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits as per Indian Insurance Regulations.
- 3.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request and provided the same is permissible as per India Insurance Regulations, in which case additional cost shall be to Company's account.
- 3.4 If any of the above policies expire or is cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then Company may renew/replace the same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by Contractor hereunder for any reason whatsoever, loss/ damage claims resulting therefrom shall be to the sole account of Contractor.
- 3.5 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract.
- 3.6 All insurances taken out by Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on Company.

#### **4.0 LIABILITY**

- 4.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 4.2 Neither Company nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 4.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees,

contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

- 4.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 4.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 4.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 4.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 4.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servant, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

## **5.0 CONSEQUENTIAL DAMAGE**

- 5.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was

caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

## **6.0 WITH-HOLDING**

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

- (a) For non-completion of jobs assigned as per Section-III of Part-3.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
  - i) Garnishee order issued by a Court of Law in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

6.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

6.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

## **7.0 APPLICABLE LAW**

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

7.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act. 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to Uttar Pradesh/Delhi Taxes.
- j) Service Tax Act.
- k) Customs and Excise Acts and rules framed thereunder

## **8.0 MISCELLANEOUS PROVISIONS**

8.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

8.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

## **9.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY**

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/contractors who fail to comply with the advice.

## **END OF SECTION-II**

### **SECTION-III**

#### **SCOPE OF WORK & TERMS OF REFERENCE**

##### **1.0 INTRODUCTION**

This section establishes the scope and schedule for the work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

##### **2.0 DESCRIPTION OF SERVICES**

OIL requires a competent and experienced service provider to provide services of passenger vehicles along with drivers, as below for operations in its KGB Project:

(a) Immediate requirement on regular basis for 12 hrs duty with AC on: 01(one) number of Innova/Honda City or equivalent; 02(two) nos. of Ertiga A/C or equivalent; 07(seven) nos. of Xylo A/C or equivalent.

(b) Requirement 'On call basis' with AC on: for Indigo or equivalent; Xylo/Bolero or equivalent; Innova or equivalent for 'Dropping at Vizag airport and picking up from Vizag airport.

(c) Requirement 'On call basis' with AC on: for Indigo or equivalent; Innova or equivalent for 'Dropping at Rajahmundry airport and picking up from Rajahmundry airport.

(d) Requirement 'On call basis' with AC on : Indica or equivalent; Indigo or equivalent; Innova or equivalent; Altis/Fortuner or equivalent for 100 KM and 12 Hrs. duty.

##### **3.0 Special Conditions:**

- 3.1 The vehicles provided shall be **brand new or not older than 01(one) year at the time of deployment** and must be in sound mechanical as well as physical condition. The vehicles must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws, etc. of the statutory Govt. authority to run as hired vehicle(s) in Andhra Pradesh and Puducherry or other state as applicable. Contractor shall be fully liable/responsible whatsoever in this regard.
- 3.2 The Contractor must provide vehicle(s) at the designated place and time at one hour notice upon receiving verbal/telephonic/written instructions from Company's authorized representative.
- 3.3 Maintenance of the vehicles shall be provided by the Contractor at his own cost to keep the vehicles in sound mechanical and physical condition. **The driver should be well mannered and obey instructions of the Officer to whom he would be rendering the services.**
- 3.4 Employment of drivers and payment of wages to the drivers of the vehicles provided against the Contract shall be the responsibility of the Contractor.

- 4.5 **The drivers must have uniform and mobile phones. They must possess valid driving license and must be conversant with the various routes and locations of Andhra Pradesh and Puducherry.**
- 4.6 OIL will prefer to provide an orientation programme to the drivers to make them conversant with the duty patterns and manners. Accordingly, the Contractor will be required to provide the list of drivers they would like to deploy for duty against the contract.
- 4.7 In the event of a breakdown to any vehicle on way to the pre-decided destination, the Contractor must arrange replacement of vehicle within a reasonable time not exceeding one hour. Failure on the part of the Contractor to provide replacement vehicle, penalty will be levied as per the provisions of the contract.
- 4.8 The model and brand of the vehicles including the **type of fuel used** must be invariably mentioned in the duty slip (as enclosed vide Appendix-VII) as well as in the bills. Bills accompanied by incomplete duty slips will not be entertained.
- 4.9 The Contractor should submit the original RC Books of vehicles supplied to OIL for verification by OIL's Administration Department to determine and satisfy on the vintage, ownership, etc. of vehicles before processing the bill for payment and on demand at any time.
- 4.10 The following points need specific attention and compliance:
- The vehicles should carry basic tools like spare tires, screw-jack, ropes etc.
  - The boot space must be neat and clean and the entire space should be made available for passengers' luggage.
  - Contractor's supervisor will ensure to take the consent of OIL's representative the type of vehicle to be deployed and must adhere to the instruction accordingly. In case, the vehicle deployed is not as directed and is an inferior vehicle, penalty will be levied as applicable.
  - The drivers must take position at assigned places (particularly in the Railway Stations and Airports) and hold the placard to invite attention of the arriving officer.
  - Whenever the Mobile Number of the officer is given, an SMS is to be sent by the supervisor or by the driver giving the vehicle number etc.
  - The driver should be provided with a card having the name of the driver, Mobile number, Car number etc. The same has to be handed over to the officer concerned to whom the duty is being allotted.
- 4.11 The Contractor must have their office at Kakinada.

## **5.0 Meter Reading/Resumption of Duty:**

- (i) Opening and closing of meter (Mileage) shall be on the basis of place of reporting to place of release. However, the duration considered for payment shall be that for which the Car is in actual possession of OIL (i.e. Opening and closing time as recorded in the duty slip).
- (ii) Bidders are required to provide detailed address/location of their garage.

- (iii) **Supervisor:** The Contractor will nominate a supervisor specifically to attend/co-ordinate OIL's duties.

## **6.0 PENALTY:**

- 6.1 The Contractor should provide the appropriate vehicle of the requisite specification at the specified time and at the designated place with a minimum notice period of one hour from the Company's authorized officer. However, the requirement of vehicles will be normally intimated to the Contractor one day in advance. In the event of Contractor's failure to provide vehicles as above, the Company reserves the right to make alternative arrangements at the risk and cost of the Contractor and any additional expenses whatsoever incurred by the Company for the alternative arrangement, arising out of the default on the part of the Contractor, will be deducted from pending bills and/or Performance Security of the Contractor without any notice. Additionally, such default shall attract a penalty of Rs. 500.00 (Rupees five hundred) per occasion per vehicle.
- 6.2 The vintage of the vehicles at the time of deployment should not be more than 1 (one) year. In case the Contractor is unable to deploy vehicles of requisite vintage/specification as per Company's requirement, he can deploy substitute vehicles with vintage not more than three years for which deduction of Rs. 200.00 per occasion per vehicle will be made from their bills. However, under no circumstances vehicles with vintage more than 3 (three) years shall be provided. Such substitute vehicles shall be acceptable upto 5 (five) days in a calendar month. If the Contractor provides such substitute vehicles regularly, the Company may terminate the contract.
- 6.3 Contractor shall provide First Aid Box as defined in Motor Vehicle Act 1988 in the vehicles. Failure to provide the First-Aid Box shall attract a penalty of Rs. 100.00 per occasion per vehicle.
- 6.4 Proof of having paid all taxes, insurance etc. shall be available in the vehicle for checking by the Company, the absence of which shall attract a penalty of Rs. 500.00 per occasion per vehicle.
- 6.5 Drivers driving the vehicles should have valid driving license, shall be well dressed in uniform (to be provided by the Contractor at his own cost) and good mannered having full knowledge/idea about road, place & traffic rules etc. Failure of driver to wear uniform will attract a penalty of Rs.100.00 per occasion per vehicle. No driver shall be deployed below the age of 21 Years and more than 58 Years.
- 6.6 In case of any dispute arising out of the services rendered by the Contractor, Company's decision shall be final and binding on the Contractor.

## **7.0 OBLIGATIONS OF THE CONTRACTOR**

- 7.1 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.



- 7.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicles and operations envisaged under this contract including liability under the Statutory Act or any other. 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 contract shall have to be performed by the Contractor only and shall be his/her/their sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her/their 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 contract in the area of operations of the Company.
- 7.3 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 contract shall also be deemed as a default.
- 7.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognized or unrecognized 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/their employees individually or through any unions or otherwise and the company shall not mediate in this matter at all.
- 7.5 Any unsettled disputes between the Contractor and his/her/their employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such strike, whether legal or illegal, the vehicle 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 contract would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company.
- 7.6 The Contractor shall ensure that the vehicles 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 representative shall be deducted from the Contractor's outstanding bills. The Company's decision in this regard shall be final and binding.
- 7.7 The Contractor will keep the Vehicles at the Company's site/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.

- 7.8 The Contractor must provide the vehicles for duties in time on any particular day as per the instructions of the company's representative. In the event of failure to adhere to the foregoing or in the event of unauthorized release of the vehicles before completion of the normal duty hours, the vehicles shall be treated as shutdown and will attract penalty for each such failure.
- 7.9 The Contractor should ensure that the driver/supervisor (as applicable) are available for round the clock operations. During off-days or leave period of the regular drivers/crew, proper replacement as per contractual requirements must be provided. In the event of failure to do so would tantamount to a default, in which case penalty shall be deducted from the Contractor as per provision of this contract.
- 7.10 The Contractor shall only undertake jobs/journeys authorised by the Company's representative. Any unauthorised jobs/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 contract without any compensation to the Contractor on any compensation to the Contractor on any account whatsoever.
- 7.11 The Contractor will indemnify the company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 7.12 The Contractor shall operate the service envisaged under this contract in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Contractor shall abide by the Company representative's instructions always and ensure continuous uninterrupted service on day-to-day basis.

#### **8.0 Particulars, specifications and instruction to the Contractor**

- 8.1 The Contractor shall instruct his/her/their driver/supervisor suitably to ensure that while operating all safety & precautionary measures as enforced are necessarily observed. Any breach of law due to violation shall have to be redressed by the Contractor entirely at his/her/their own cost.
- 8.2 The Vehicles described/set out in this contract must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Act, 1988 and other norms set out by competent authority.
- 8.3 The vehicles must all times be comprehensively insured against all risks and also registered and must possess valid permit etc. as raised by the law.
- 8.4 The driver(s) must possess valid and relevant licenses with experience in carrying out similar jobs.
- 8.5 The Vehicles must be registered with the RTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's representative in this regard as and when required by him/her/them.
- 8.6 The Vehicles must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the company.

- 8.7 The Contractor must ensure timely renewals of all licenses and permits within the due dates.
- 8.8 The Vehicles must be maintained in first class job worthy, sound mechanical condition along with availability of all tools, slings etc.
- 8.9(a) Speedometer and kilometer gauges must be maintained at a high standard of accuracy. Any defects noticed by the Company's representative at any point of time must be rectified forthwith by the Contractor at his/her/their 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 representative/user of the vehicle. The Company's decision in this regard shall be final and binding on the Contractor.
- 8.9(b) Monthly payments shall be regulated according to the corrected readings.
- 8.10 All employees of the Contractor who are deployed under this service contract must observe the security and safety rules of the company. Any individual found to be objectionable from security consideration must be replaced forthwith by the Contractor.
- 8.11 The Contractor(s) shall furnish together with related power of attorney the names and specimen signature(s) of the authorized 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.
- 9.0 **RIGHTS OF COMPANY'S REPRESENTATIVE:**
- 9.1 Company's representative may check the vehicles and all the relevant documentation such as Registration, Fitness certificates and licenses. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. If the vehicles are found deficient or defective in any manner, these will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's representative.
- 9.2 The Company's representative shall arrange for allocation of the vehicles' duty to the various areas/locations.
- 9.3 Upon deployment of the vehicle to a specified site the vehicle shall have to be provided by the Contractor to the satisfaction of the Company's representative/user.
- 9.4 The Company's representative shall have power amongst others as follows:
- a) Allocate the jobs to be carried out on a daily basis for the vehicles and regularly monitor the same.
  - b) Instruct the Contractor from time to time for inspection as may be necessary for the proper and adequate services and for keeping such records as are deemed necessary.
  - c) Instruct the Contractor to replace by more suitable driver engaged for operating the vehicles 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/their

- 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 vehicle found in deteriorated conditions and order the Contractor to rectify the defects.
  - f) Instruct the Contractor to keep the vehicle at a specified place within the Company's premises areas.
  - g) Instruct the Contractor to utilise the services beyond the normal working hours.
  - h) Instruct the Contractor to undertake authorized jobs at specified location(s).
  - i) Undertake periodic inspection of the vehicle as per program as may be decided by him/her/them. Such inspection shall be carried out in the presence of the Contractor or in the presence of his/her/their-authorized representative. Such inspection/test carried out by the Company shall be at the Contractor's cost and risk.
  - j) 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. Instruct the Contractor to remove the vehicle, in respect of which the defects as afore stated which have been detected upon inspection/test periodically by the company, which have remained unrectified.
  - k) Instruct the Contractor to remove the vehicle 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.
  - l) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
  - m) Instruct the Contractor to furnish the names of all operators and crew with full particulars at the time of commencement of the service or on any occasion when such driver(s) / crew are required to be replaced for any reason.
- 9.5 The Contractor would at all times obey the instructions of the company's representative and ensure compliance of the above mentioned orders and instructions.
- 10.0 The Contractor shall commence to provide regular and continuous service by placing the vehicle as per this agreement.
- 10.1(a) In case of accidents and consequent non-availability of vehicle, pro-rata fixed charges will be deducted but the same will not attract penalty 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 shall be required as mandatory in addition to other proof to be submitted and accepted by the Company Representative. However, this will not be applicable in case of;
- (i) Accidents caused by rough/rash driving/operation or because of negligence of operator engaged.
  - ii) Where a FIR is lodged by a third party and services of the Vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In

such a situation the Vehicles will be treated as shut down and will attract penalty.

- (b) In case of accidents or otherwise leading to damage/breakdown of the vehicle the time required to repair and place back the vehicle into company' service shall be decided by the Company's representative which shall be final and not alterable. On expiry of such allotted time, pending placement of vehicle(s) penalty will be recovered in addition to the deduction of pro-rata fixed charges.
- (c) In case of Bandhs, Rasta Roko, Strike etc. called by other organisation if the vehicle is not available for operations due to absence of operator or otherwise the vehicle 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 penalty will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation.

#### 11.0 **TERMINATION:**

- 11.1 In the event of the Contractor's failure to place the vehicles in due time or render proper services as per terms of this contract, the Company reserves the right to terminate the contract in full or partly. This service contract shall stand terminated and Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 11.2 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 contract in whole or in part, if the Contractor fails to perform any of his/her/their obligations under this agreement or if the Contractor does not cure/remedy his/her/their failure/defects immediately upon receipt of notice from the Company or during any such time as the Company may advise in writing. Company will not pay any damage or compensation on account of such termination except for payment then due to the Contractor towards successful operations till the date of termination.
- 11.3 In the event of Company terminates the contract in whole or in part pursuant to clause No. 11.2, the Company may hire, upon such terms and in such manner as may deem appropriate similar services and in such cases the Contractor 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.
- 11.4 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 affect any right of action or remedy which occurred or will occur thereafter to the Company.
- 11.5 The Company may issue written notice to the Contractor to 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 from which such termination becomes effective, will be at least 07(seven) days after the date of the notice of termination. If the Company exercise 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.

**12.0 PAYMENT TO THE CONTRACTOR**

12.1 The Contractor will have to submit their bills in triplicate at the beginning of each calendar month for the services rendered against the calls of the previous month. The bills must be accompanied by the duty slip (as enclosed vide Appendix-I) duly filled and complete in all respect and certified by the user. Bills accompanied by incomplete duty slips will not be processed and any delay in payment arising out of the same shall be attributable to the Contractor.

12.2 Bills submitted by the Contractor will be crosschecked by the Company with the records maintained by the Company. Wherever discrepancies are found the company will have right to make necessary corrections in the bills submitted by the Contractor before certifying the same for processing payment.

12.3 The Company will make payment on monthly basis against satisfactory and successful completion of service of each call subject to adjustment/deduction as necessary as per the provisions of the contract, and shall pay within 30 (thirty) days from the date of receipt of undisputed bill in respect of all vehicles deployed during the month.

**13.0 STATUTORY OBLIGATIONS OF CONTRACTOR:**

The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the vehicles envisaged under the 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/their sole responsibility.

14.0 The terms of this Service Agreement shall be for a period of 02(two) years only commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_ which later date of this agreement shall stand terminated without requiring any notice from either party to the other. If so desired, the company may extend the said service agreement for a further period of upto one year at the same rates, terms and conditions if the services are found to be satisfactory and the /Contractor shall have no option to refuse such extension.

**15.0 FORCE MAJEURE:**

Force Majeure means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under the Agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes, Bandhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's vehicle(s) is/are to travel. Upon the

occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 48(forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her/their claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this Contract.

**16.0 ARBITRATION:**

16.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

16.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation (Amendment) Act, 2015 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Kakinada/Noida.

17.0 **SET OFF :-**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).

**18.0 SPECIAL INSTRUCTIONS:**

- (a) "ON OIL DUTY" should be marked on the number plates of all the vehicles deployed for regular duty.
- (b) The Contractor should instruct the drivers to pay parking fee and toll fee on duty and the same can be claimed for reimbursement along with monthly bill by submitting relevant bills.
- (c) All vehicles should have valid permits of both Andhra Pradesh and Pondicherry states during the contract period.
- (d) Contractor should instruct the drivers to drive at safe driving limits on highway.
- (e) Contractor should pay the wages including overtime, if any, of the drivers engaged for Company duty through account payee cheque. A copy of wage payment register and declaration by the Contractor of having paid the wages and overtime to the drivers should be submitted along with the monthly bill.
- (f) The Contractor should provide the desired vehicle during the contract period.

**END OF SECTION-III**

**SECTION-IV**

**SCHEDULE OF RATES**

- 1.0 Bidders must indicate charges and rates in the prescribed Price Schedule Format (Proforma-A) for all categories of vehicles in the following manner:

- (a) Charges for Regular requirements (12 hrs. daily with AC on) of 01(one) number of Innova/Honda City or equivalent; 02(two) nos. of Ertiga A/C or equivalent; 07(seven) nos. of Xylo A/C or equivalent

The fixed charges quoted should be inclusive of minimum wage payable to driver as per Minimum Wage Act, all applicable taxes, statutory levies, insurance, uniform, over-time payable beyond the period of 8 hrs. upto 12 hrs. every day, tools, spares, lubricants etc.

- (b) Charges for Duty upto minimum 12 hours and 100 KM with AC on:

Bidders are to quote rate per Trip for hiring vehicles for a minimum period of 12 hours and minimum running of 100 KM per occasion. For operation of the vehicle beyond 100 KM or for Operation beyond 12 hrs., extra charges will be paid to the contractor as mentioned in PROFORMA-A.

- (c) Charges for Pickup and Drop from point to point:

Bidders are to quote lumpsum fixed charges for pick up and drop between two predetermined places as indicated in PROFORMA- A. If the distances exceed the limit as incorporated in PROFORMA-A, extra charges will be paid to the contractor as per the running km rates against equivalent vehicles under regular requirements as mentioned in PROFORMA-A.

- (d) Night Halt Charge:

Bidders are to quote night halt charge per night, which will be paid to the contractor if the vehicle is required to stay overnight and the same should include expenses of the driver excepting 'overtime'.

- 2.0 All the above charges against the tender should include rentals, all applicable taxes and duties (**including Service Tax**), insurance, wages, transport etc. of the driver/supervisor and their other emoluments, which the Contractor will have to provide at all times essentially for the uninterrupted operation of the services envisaged under this contract. The Contractor shall have to ensure full compliance with Motor Vehicle Act 1988, Motor Transport Workers Act 1961 and 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 services which must include minimum wages as per the aforesaid acts, statutory/weekly offs, holidays, overtime, annual leave, uniforms, safety gears etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the contract and the same, if any, will be borne entirely by the Contractor. The fixed charges payable under this contract shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew



subsequent to the date of this contract due to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor and deemed to be included in the fixed charges per month.

- 3.0 Payment will be made for actual running of Kilometers and hour of utilization as per the Schedule of Rates. Calculation shall be made on pro-rata basis up to the nearest half an hour and Kilometers will be rounded-off to the nearest whole number.
- 4.0 **Adjustment of Rates due to Change in Fuel Price:** The Rates shall remain firm throughout the duration of the Contract. However, in the event of any change in Petrol/Diesel price in Kakinada during the currency of the contract, per KM rates in the contract shall be adjusted (increased/decreased) by 0.3% (zero point three percent) for every 1% (one percent) of increase or decrease of fuel price at Kakinada. The base rates of fuel for this purchase will be the rates prevailing at Kakinada on the date of Bid Opening.
- 5.0 Parking charges/toll charges/Interstate entry tax shall be reimbursed by OIL at actual against documentary evidence of such payments.
- 7.0 No charges will be paid to the contractor for running of vehicle(s) from garage to the point of reporting and from point of dropping to garage or for waiting in the airport/railway station due to late arrival of flight/train.
- 8.0 When the same vehicle is used for dropping and pick-up, the driver will be entitled to 'extra charges' as per PROFORMA-A, as applicable for the extra time during dropping and picking-up.
- 9.0 If the vehicle used for pick-up is attached to somebody for the remaining period of the day, the remaining period to be considered as per Item No. 6 of Proforma-A.

**END OF SECTION-IV**

**END OF PART-3**

**PROFORMA-A****PRICE BID FORMAT**

**Description of the Services: Hiring of Passenger vehicles along with driver on regular basis and on call basis as and when required for OIL's operations in KG Basin Project for a period of 2(two) years.**

<b>Sl. No.</b>	<b>Services</b>	<b>Unit</b>	<b>Estd. Qty.</b>	<b>Unit Rate (Rs.)</b>	<b>Total Amount (Rs.)</b>
<b>CATEGORY -A</b>					
<b>1</b>	<b>01 (One) number of Innova/Honda City or equivalent for 12 hrs. duty</b>				
a	Fixed Charge	Month	24		
b	Running Charge	Km	96,000		
c	Overtime beyond 12 hrs duty	Hr	850		
d	Night Halt Charges	No	24		
<b>TOTAL ESTIMATED CONTRACT COST FOR CATEGORY -A</b>					
<b>CATEGORY-B</b>					
<b>2</b>	<b>02 (Two) nos. of Ertiga A/C or equivalent for 12 hrs. duty</b>				
a	Fixed Charge	Month	48		
b	Running Charge	Km	1,92,000		
c	Overtime beyond 12 hrs duty	Hr	1200		
d	Night Halt Charges	No	24		
<b>TOTAL ESTIMATED CONTRACT COST FOR CATEGORY -B</b>					
<b>CATEGORY-C</b>					
<b>3</b>	<b>07 (Seven) nos. of Xylo A/C or equivalent for 12 hrs. duty</b>				
a	Fixed Charge	Month	168		
b	Running Charge	Km	7,56,000		
c	Overtime beyond 12 hrs duty	Hr	9000		
d	Night Halt Charges	No	50		
<b>TOTAL ESTIMATED CONTRACT COST FOR CATEGORY -C</b>					
<b>CATEGORY-D</b>					
<b>4</b>	<b>On Call Basis: To/Fro Kakinada – Vizag</b>				
a	Indigo or equivalent for Vizag Airport (175 KM )	Trip	150		
b	Bolero/Xylo or equivalent for Vizag Airport (175 KM )	Trip	150		
c	Innova or equivalent for Vizag Airport (175 KM )	Trip	150		
<b>TOTAL ESTIMATED CONTRACT COST FOR CATEGORY -D</b>					
<b>CATEGORY-E</b>					
<b>5</b>	<b>On Call Basis: To/Fro Kakinada – Rajamahendravaram</b>				
a	Indigo or equivalent for Rajahmundry Airport (75 KM )	Trip	100		
b	Innova or equivalent for	Trip	100		

	Rajahmundry Airport (75 KM )				
	<b>TOTAL ESTIMATED CONTRACT COST FOR CATEGORY -E</b>				
	<b>CATEGORY-F</b>				
<b>6</b>	<b>On Call Basis for 12 Hrs duty &amp; 100 Km</b>				
A(a)	<b>Indica or equivalent</b>	Trip	200		
b	Extra Km charge beyond 100 Km	Km	5000		
c	Overtime beyond 12 hrs duty	Hr	100		
B(a)	<b>Indigo or equivalent</b>	Trip	100		
b	Extra Km charge beyond 100 Km	Km	5000		
c	Overtime beyond 12 hrs duty	Hr	250		
C(a)	<b>Innova or equivalent</b>	Trip	200		
b	Extra Km charge beyond 100 Km	Km	5000		
c	Overtime beyond 12 hrs duty	Hr	200		
D(a)	<b>Altis/Fortuner or equivalent</b>	Trip	50		
b	Extra Km charge beyond 100 Km	Km	2500		
c	Overtime beyond 12 hrs duty	Hr	100		
	<b>TOTAL ESTIMATED CONTRACT COST FOR CATEGORY -F</b>				

**Notes:**

- The quantities given in the Price Bid Format (PROFORMA-A) against each item are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the total estimated value of the contract for each category of vehicles to determine the lowest bid for that category.
- The estimated quantities indicated in PROFORMA-A against each item is for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual.
- The bidders has to quote as per above formats i.e. PROFORMA-A, failing which the offer will be considered as incomplete and will be straightway rejected.
- All duties and taxes, Corporate Income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder.

\*\*\*\*\*

**PROFORMA-B**

**BID FORM**

**To**

**Oil India Limited,**

**Door. No. 11-4-7 (3<sup>rd</sup> Floor)**

**Nookalamma Temple Street**

**Kakinada - 533004**

**Andhra Pradesh**

**India**

Sub: Tender No. : \_\_\_\_\_

Gentleman,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within ( ) days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ 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 opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**Signature of the authorised person:** \_\_\_\_\_

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

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

**Seal of the bidder/contractor:** \_\_\_\_\_

\*\*\*\*\*

**PROFORMA - C**

**CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC**

We \_\_\_\_\_ (Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria (BRC) of the Bid document of Tender No. -----  
- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the Envelope 'C' containing the Techno-commercial Bid.

**Signature of the authorised person:** \_\_\_\_\_

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

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

**Seal of the bidder/contractor:** \_\_\_\_\_

\*\*\*\*\*

**PROFORMA-D****STATEMENT OF NON-COMPLIANCE**

<b>SECTION NO.</b>	<b>CLAUSE NO./ SUB-CLAUSE NO.</b>	<b>COMPLIANCE / NON- COMPLIANCE -</b>	<b>REMARKS</b>

**Signature of the authorised person:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal of the bidder/contractor:** \_\_\_\_\_

**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 techno-commercial bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

\*\*\*\*\*

**PROFORMA - E**

**FORM OF PERFORMANCE BANK GUARANTEE**

**To:**

**Oil India Limited,  
Door. No. 11-4-7 (3<sup>rd</sup> Floor)  
Nookalamma Temple Street  
Kakinada - 533004  
Andhra Pradesh  
India**

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 (name and address of the bank) \_\_\_\_\_ (hereinafter called "the Bank") 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 also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the 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 operative against the Bank.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under 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 date \_\_\_\_\_ (90 days after the Contract completion 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 \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

Place: \_\_\_\_\_

**Note: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.**

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**PROFORMA-F****CONTRACT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, and Project Office at D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's Tender No. -----. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's Bid Document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Terms and Conditions of this Contract;

- (b) Section-II indicating the Special Conditions of the Contract;
- (c) Section-III indicating the Scope of Work & Terms of Reference;
- (d) Section-IV indicating the Schedule of Rates;
- (e) Proforma-A indicating the Contracted Price.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at ----- as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Contractor  
(M/s. \_\_\_\_\_)

for and on behalf of  
Company (Oil India Limited)

Name:  
Status:  
In presence of  
1.  
2.

Name:  
Status:  
In presence of  
1.  
2.

\*\*\*\*\*

**PROFORMA-G**

**AUTHORISATION FOR ATTENDING BID OPENING**

TO

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

OIL INDIA LIMITED,  
D.NO.11-4-7; 3RD FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
Andhra Pradesh, India  
Sir,

**Sub: OIL's Tender No. -----**

We authorize Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

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

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

**Seal of the Bidder/Contractor:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

\*\*\*\*\*

**PROFORMA-H**

**PROFORMA OF BID SECURITY (BANK GUARANTEE)**

To,

**OIL INDIA LIMITED  
KAKINADA-533004,  
ANDHRA PRADESH, INDIA**

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of Hiring of Passenger Vehicle (hereinafter called "the Bid") against OIL INDIA LIMITED, KAKINADA, Andhra Pradesh, India (hereinafter called the Company)'s Tender No. CEI4266P17.

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: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.**

\*\*\*\*\*

**PROFORMA-I**

**PROFORMA LETTER OF AUTHORITY**

TO

Executive Director (KGB&BEP),  
OIL INDIA LIMITED,  
D.NO.11-4-7; 3<sup>RD</sup> FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
Andhra Pradesh, India

Sir,

Sub: OIL's Tender No. -----

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

Signature: \_\_\_\_\_  
Name & Designation: \_\_\_\_\_  
For & on behalf of: \_\_\_\_\_

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

\*\*\*\*\*

**PROFORMA -J**

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as “The Principal”

And

----- hereinafter referred to as “The  
Bidder/Contractor”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for **Services against Tender No. CEI4266P17**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- (1) The Bidder/Contractor commits itself to take all measures necessary to

prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

1. 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.
2. 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.
3. 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.

4. 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.
5. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

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

#### **Section 5 – Previous transgression**

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

#### **Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors**

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

**Section 7 – Criminal charges against violating  
Bidders/contractors/Subcontractors**

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

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

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

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Other provisions**

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

for the Principal

for the Bidder/Contractor

Place .....

Witness 1 : .....

Date .....

Witness 2 : .....

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**PROFORMA –K****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.

<b>YEAR</b>	<b>TURNOVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

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**PROFORMA –L****OIL INDIA LIMITED  
Kakinada****DUTY SLIP  
FOR HIRED VEHICLES**

VEHICLE REG. NO.	DATE OF DUTY
MAKE OF VEHICLE DIESEL/PETROL	PLACE TO REPORT
VINTAGE OF VEHICLE	TIME TO REPORT
DRIVER'S NAME	NAME OF USER
MOBILE NUMBER OF DRIVER	MOBILE NUMBER OF USER

<b>Category of Vehicle-</b>		
<b>Indica or equivalent</b>	<b>Altis/Fortuner or equivalent</b>	<b>Innova or equivalent</b>
<b>Xylo/Bolero or equivalent</b>	<b>Indigo or equivalent</b>	
<b>SERVICES AS PER PRICE SCHEDULE:</b>		
<b>DETAILED USAGE</b>		
	<b>Meter Reading</b>	<b>Time</b>
Starting at Garage		
When Reporting		
When Released		
Closing at Garage		
<b>Total</b>	<b>KM(Garage to Garage)-</b>  <b>KM(Reporting to Release)-</b>	<b>Hrs.</b>  <b>(Reporting to Releasing time)</b>
<b>Pick-up &amp; Drop Duty:</b>		
	From (place)	To (place)
Fixed point to point		

Sign &amp; Seal of Contractor

Signature of User

**REQUISITION FOR NEXT DAY:**

NAME..... PLACE OF REPORTING.....

TIME OF REPORTING..... SIGNATURE .....

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**PROFORMA –M****CHECKLIST**

<b>Sl. No.</b>	<b>PARAMETERS/REQUIREMENTS</b>	<b>BIDDER RESPONSE</b>	<b>REMARKS IF ANY</b>
1	Whether bid submitted under single stage Two-Bid System?	YES/NO	
2	Whether the digital signature used for signing is of “Class - 3” with Organizations name ?	YES/NO	
3.	Whether ORIGINAL Bid Security (not copy of Bid Security) enclosed with the offer? If YES, provide details	YES/NO	
	(a) Amount :		
	(b) Name of issuing Bank :		
	(c) Validity date :		
4.	Whether offered firm prices?	YES/NO	
5.	Whether quoted offer validity of 120 days from the date of closing of tender?	YES/NO	
6.	Whether quoted as per Tender (without any deviations)?	YES/NO	
7.	Whether any deviation is there in the offer?	YES/NO	
8.	Whether deviation separately highlighted?	YES/NO	
9.	Whether Price Bid submitted as per Price Schedule PROFORMA-A ?	YES/NO	
10.	Whether all the items of tender quoted?	YES/NO	
11.	Whether confirmed to submit PBG as asked for in NIT?	YES/NO	
12.	Whether agreed to submit PBG within 30 days of Award of Contract?	YES/NO	
13.	Whether the bidder have their own fleet of vehicles of minimum 5 Nos. registered as Taxi in the firm/owner's name and the vintage of the same should not be more than 2 years as on the date of the original Bid closing date.	YES/NO	(Furnish details separately in a Tabular form with Registration No., Vintage etc. with supporting documents)
14.	Whether the bidder have experience of executing SIMILAR services in PSUs / Central Govt./ State Govt. Organizations or Enterprises or Private firms/ companies during the last 7 (seven) years to be reckoned from original bid closing date for 01(One) similar work costing not less than Rs.1.26 Cr.	YES/NO	(Furnish details separately in a Tabular form indicating contract No., value, work commencement and completion dates, organization, contact details etc. with supporting documents)
15	Whether the bidder/firm have annual financial turnover of at least Rs. 75.64 lakhs in any of the preceding 3 (three) financial years reckoned from the original bid closing date.	YES/NO	(Furnish details as per Proforma- K)
16	Whether the bidder/firm Net worth is positive for the preceding financial/accounting year.	YES/NO	(Furnish details as per Proforma- K)
17.	Whether all BRC/BEC clauses accepted?	YES/NO	
18.	Whether confirm to accept all clauses of Integrity Pact?	YES/NO	
19.	Whether duly signed Integrity Pact enclosed?	YES/NO	

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