



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgapur, Assam

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

COVERING LETTER

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 following mentioned work under **SINGLE STAGE COMPOSITE BID System (Open Tender)** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>

DESCRIPTION OF WORK/ SERVICE:

Tender No. CEI9366P16 for Hiring of Logistic Services of: Item 1 - one 14 MT Hydra Crane (Pick & Carry), Item 2 - One Tractor-Trailer & Item 3 - One Fork lift (on call out basis) (each and every item will be capable of being evaluated/ awarded separately) for OIL's operational areas in Kakinada and KG Basin Project well sites in East Godavari District of Andhra Pradesh & Yanam (Puducherry) for a period of 2(two) years.

LOCATION OF WORK: OIL's Storage Yard at Kakinada & Drilling locations in East Godavari District of Andhra Pradesh and Yanam (Puducherry).

CONTRACT PERIOD : 2 (two) years, extendable by another one year at the same rates, terms & conditions at the discretion of OIL.

SALE OF TENDER DOCUMENTS: **Within working hours from 01.12.2015 to 10.12.2015**

Application showing full address and e-mail address with Tender Fee (Non-refundable) of **Rs. 2,000.00** (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kakinada is to be sent to Head-Materials (KGB&BEP), Oil India Limited, 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada - 533004. The envelope containing the application for participation should clearly indicate "Request for participation in Tender No. CEI 9366 P16" for easy identification and timely issue of tender document. In case of cash transfer towards procurement of tender document, details are - Bank: State Bank of India, Branch: SME, Kakinada; Town: Kakinada; Account Name: Oil India Limited; Account No: 31060874558; IFSC Code: SBIN0004248.

Note: To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. Bidders must have a valid User Id to access OIL e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along-with the cost of bid documents for issue of the user ID for accessing the e-Tender. The user ID shall be issued to the eligible bidders on receipt of the requisite cost of bid document through e-mail. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user id, can click on Guest login button 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 our ERP team at erp_mm@oilindia.in, Ph.: + 91 374 2807171.

BID CLOSING/ OPENING DATE : As per Online Tender Document.

BID SECURITY DEPOSIT , AVERAGE ANNUAL TURN OVER IN LAST THREE ACCOUNTING YEARS, SINGLE ORDER VALUE, TWO ORDER VALUE AND THREE ORDER VALUE:

Item No.	Bid security	Av. Annual turn over	Single order value (minimum)	2 orders value(each minimum)	3 orders value(each minimum)
1	55,000.00	8,13,000.00	21,66,000.00	13,54,000.00	10,83,000.00
2	62,000.00	9,29,000.00	24,77,000.00	15,48,000.00	12,39,000.00
3	28,000.00	4,14,000.00	11,04,000.00	6,90,000.00	5,52,000.00

Notes:

i) The amounts indicated above are in INR.

ii) The bidders can quote any of the items as above/all items. If the bidders quote more than one item, then the amounts towards Bid Security, Av. Annual Turnover etc. indicated against each item they quoted must be added.

a) Bid Security deposited vide Demand Draft / Banker's Cheque / Bank Guarantee should reach the office of **EXECUTIVE DIRECTOR (KGB & BEP)** before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

b) Bidders to confirm that in the event of award of Contract they will submit Performance Security Deposit @ 7.5% of annualized contract value. Earnest Money/Bid Security and Performance Security Deposit will not earn any interest whatsoever.

2.0 SEALED ENVELOPES containing the Bid Security Deposit (EMD) shall be marked with the above Tender Number and description of work and addressed to:

**EXECUTIVE DIRECTOR (KGB & BEP),
Oil India Limited,
D. No. 11-4-7, Nookalamma Temple Street,
Ramarao Peta, Kakinada-533004,
Andhra Pradesh.**

2.1 All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee from a Nationalized Bank in favour of M/s Oil India Limited and payable at Kakinada, Andhra Pradesh. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. Bids without Bid Security in the manner specified above will be summarily rejected. Bid should be submitted on-line through OIL's e-Tendering Portal up to 11:00 hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 15:00 hrs. (IST) at Office of the **EXECUTIVE DIRECTOR (KGB & BEP)** in presence of authorized representative of the bidder. THE BID SECURITY SHOULD BE DROPPED IN THE TENDER BOX PLACED AT THE OFFICE OF THE EXECUTIVE DIRECTOR (KGB & BEP) ON OR BEFORE 15.00 HRS. OF THE SCHEDULE DATE OF OPENING OF TENDER.

2.2 THE BID SECURITY IS TO BE SUBMITTED ALONGWITH A COVERING LETTER MENTIONING THE IFB NO AND THE BIDDER'S NAME AND ADDRESS IN A DULY SEALED ENVELOPE ADDRESSED TO – EXECUTIVE DIRECTOR (KGB & BEP), Oil India Limited, D. No.11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh.

3.0 However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the "Price Bidding Format" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "Technical RFx Response" page otherwise the bid will be rejected.

4.1 All other techno-commercial documents other than price details to be submitted with Techno Commercial bid as per tender requirement placed in the 'Techno Commercial' bid folder.

4.2 The bid and all uploaded documents must be Digitally signed using "Class 3 digital certificate" with Organization's Name, [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 2 (two) years.

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

6.0 (c) The Bid Security Deposit of the bidders shall be refunded to them as under:

- (i) To the technically unsuccessful bidders after shortlisting of the techno-commercially responsive parties.
- (ii) To others after the date of issue of Letter of Award (LOA) to the successful bidders.
- (iii) To the successful bidders only after submission of the Security Deposit.

7.0 The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

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

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

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

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

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

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

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

9.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

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

10.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid, i.e. OIL's Standard Form of Contract.

11.0 **PERFORMANCE SECURITY DEPOSIT:**

The successful bidder shall furnish a Performance Security Deposit @ 7.5 % of Annualized Contract Value in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

12.0 Time will be regarded as the essence of the Contract and the failure on the part of the contractor to complete the work within the stipulated time shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Tender/Contract.

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

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

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

16.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

17.0 The tender will be governed by:

- a) COVERING LETTER
- c) Part - I – GENERAL CONDITIONS OF CONTRACT
- d) Part - II - SCOPE OF WORK & TECHNICAL SPECIFICATIONS
- e) Part - III - SPECIAL TERMS & CONDITIONS
- f) Part - IV - BEC_BRC
- g) PROFORMA-A – PRICE BID FORMAT
- h) APPENDIX-A and APPENDIX-B
- i) APPENDIX-C - INTEGRITY PACT

SPECIAL NOTE:

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 Demand Draft/Banker's Cheque/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.

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

18.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **“Technical RFx Response” Tab only**. The Price Bid rates shall be quoted per unit as specified in the “Price Bidding Format” attached under **“Notes and Attachments”** tab in the main bidding engine of OIL’s e-Tender Portal. **Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the “Tendering Text” in the attachment option under “Notes & Attachments” tab.**

NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Appendix-C 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: rajivmathur@gmail.com has been appointed as Independent External Monitor).

21.0 MODIFICATION AND WITHDRAWAL OF BIDS:

21.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date.

21.2 A modification or withdrawal notice shall be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

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

21.5 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in

the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

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

Thanking you.

Yours faithfully
Oil India Limited

(R. KUMAR)
Head-Materials
For EXECUTIVE DIRECTOR (KGB & BEP)

PART – I

GENERAL CONDITIONS OF AGREEMENT

MEMORANDUM OF AGREEMENT made this day ----- between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam and Project Office at D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh (hereinafter called "The Company") of the one part and ----- carrying on business as PROPRIETOR under the firm name M/s -----with their office at ----- in the district of ----- aforesaid (hereinafter called "The Contractor") of the other part.

WHEREAS, in this agreement the following terms shall be interpreted as indicated below:

- a) The "Agreement" means the Contract entered into between the Company and Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) The "Agreement Price" means the prices/costs/rates payable by Company to the Contractor under the agreement for the full and proper performance of its Contractual obligations.
- c) The "Work" means each and every activity described in the Schedule of Work/ Specifications, detailed in Part-II.
- d) "Company" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) "Contractor/Transport Supplier" means the individual or firm or Company performing the "Work" under this Agreement and its executors, successors and assignees.
- f) "Contractor's personnel" means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) "Company Personnel" means the personnel to be provided by the Company. The Representative/Engineer of the Company are also included in the Company's personnel. The Company's Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) "Site" means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) "Company's items" means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.

- j) "Contractor's items" means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) "Commencement date" means the date on which the Contractor's personnel starts the job as mentioned in the Agreement.
- (l) "Gross Negligence" as used in this Agreement shall mean "willful and wanton disregard for harmful, avoidable and foreseeable consequence".

WITNESSETH:

1.0 DESCRIPTION OF WORK:

1.1 All work performed by the Transport Supplier shall be continuous, on day to day basis as set down in Scope of Work & Technical Specifications, Units and Rates described in Part-II (Scope of Work & Technical Specifications) and Proforma-A hereof which Part-II & Proforma-A forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Part-III (Special Terms & Conditions) hereof which Part-III also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

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

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

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

1.5 The Transport Supplier shall hereby undertake to pay to his/her Crew/Staff reasonable/fair wages which are not less than the wages payable under the Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the Currency of this Agreement. He further undertakes to pay all his/her operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future to the above mentioned Act.

2.0 MANNER OF CONDUCTING WORK

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

3.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:

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

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

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

3.4 The Company shall neither entertain any demands from the employees of the Transport Supplier 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 Transport Supplier to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

3.5 Any unsettled disputes between the Transport Supplier and his/her employees leading to a legal or illegal strike by them would have to be settled by the Transport Supplier expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Transport Supplier to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Transport Supplier shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due

to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Transport Supplier was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

3.6 The Transport Supplier shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Transport Suppliers outstanding bills. The Company's decision in this regard shall be final and binding.

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

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

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

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

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

3.11 The Transport Supplier should ensure that the Driver(s)/Helpers/Jugalees/Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the Regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Transport Supplier.

3.12 The Transport Supplier must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Transport Supplier and the aforesaid are required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The

Transport Supplier will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.

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

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

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

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

4.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE TRANSPORT SUPPLIER:

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

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

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

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

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

4.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.

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

4.8 The Transport Supplier shall provide at his/her own cost the accommodation/housing for his/her employees, sheds for repairing and servicing

of vehicle(s)/equipment, land/garages for parking of the vehicle(s)/equipment (wherever applicable) in and around the base station.

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

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

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

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

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

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

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

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

4.16 "OIL INDIA LIMITED" must be painted prominently in the wind glass frame and number plate of all vehicles (excludes call-out vehicles).

4.17 The Transport Supplier 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 Transport Supplier's organization to carry out its obligations including preparation of bills, receipts of cheques etc.

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

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

5.0 RIGHTS OF COMPANY'S ENGINEER:

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

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

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

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

- a) Fix the normal duty hours/timings of the Transport Supplier and regularly monitor the same.
- b) Instruct the Transport Supplier from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Transport Supplier to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service. When such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Transport Supplier against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Transport Supplier to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and orders the Transport Supplier to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Transport Supplier to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Transport Supplier's works.
- g) Instruct the Transport Supplier to utilize the services beyond the stipulated hours of service.
- h) Instruct the Transport Supplier to undertake authorised journeys to specified destination(s) and carry the authorised passengers or goods as the case may be.
- i) Instruct the Transport Supplier to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment / vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be

carried out in the presence of the Transport Supplier or in presence of his / her authorised representative. Such inspection/ test carried out by the Company shall be at the Transport Supplier's cost and risk.

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

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

6.0 **PERFORMANCE SECURITY DEPOSIT:**

6.1 The transport supplier shall upon acceptance of the tender, pay to the Company within two weeks of issue of Letter of Award (LOA) a Security Deposit amounting to **7.5% of one year contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/BANK GUARANTEE valid beyond six months of the full tenure of the contract, in favour of **OIL INDIA LIMITED** and payable at **Kakinada** from any Nationalized Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of Bid Security apart from any other actions the company may take at its sole discretion.

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

- a) In case of non-placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.
- b) In case of any event occurring as envisaged in clause No. 7.1 hereof; and/or
- c) In case of any event occurring as envisaged in clause No. 8.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;

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

6.3 In the event of an occurrence as envisaged in clause No.6.2 (b) & (c), the Transport Supplier will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Transport Supplier to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeit of the entire security deposit. The Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

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

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

7.1 The Transport Supplier shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down the Transport Supplier shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Transport Supplier's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

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

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

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

7.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's Head-Transport which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

7.3(c) In case of Bandhs, Rasta Roko, and Strike etc. called by other organization and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Transport Supplier with proper intimation. It is to be clearly understood that 48 (Forty Eight) hours' time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

8.0 TERMINATION:

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

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

8.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.8.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services. The transport supplier shall be liable for any excess costs incurred by the Company in this regard. However, the Transport Supplier shall continue performance of the Contract to the extent not terminated.

8.3 The Company may at any time terminate the contract giving a written notice to the Transport Supplier without compensating him, if the Transport Supplier becomes bankrupt or otherwise insolvent, provided such termination will

not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.

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

8.5 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 3 (Three) months from the due date of placement stipulated hereof and the Transport Supplier shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2 (Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

9.0 PAYMENT TERMS:

9.1 The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in Proforma-A of this Service Agreement. The above period shall be counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.

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

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

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

10.0 STATUTORY OBLIGATIONS OF TRANSPORT SUPPLIER:

The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of

Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Transport Supplier only and shall be his/her sole responsibility.

11.0 FORCE MAJEURE: means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under this Agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes, Bandhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Transport Supplier's equipment / vehicle(s) is/are or are to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 48(Forty Eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this contract.

12.0 ARBITRATION AND CONCILIATION:

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

13.0 LIABILITY & INDEMNITY:

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

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

13.3 Except as otherwise, expressly provided, neither the Transport Supplier nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by willful or

gross negligence of the Transport Supplier or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Transport Supplier from and against such loss or damage and any suit, claim or expense resulting there from.

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

14.0 INDEMNITY AGREEMENT:

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

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

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

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

17.0 TAXES & LEVIES:

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

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

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

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

20.0 SET OFF CLAUSE:

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

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written.

<p>Signed in the name and on behalf of: M/s. (CONTRACTOR)</p> <p>Signature : _____</p> <p>Name : _____ (Legal Power of Attorney)</p> <p>In presence of: Signature: _____</p> <p>Name : _____</p>	<p>Signed in the name and on behalf of: OIL INDIA LIMITED (COMPANY)</p> <p>Signature : _____</p> <p>Name : Designation:</p> <p>In presence of: Signature: _____</p> <p>Name : _____</p>
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END OF PART – I

PART-II

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

1.0 Hiring the services of the following are required for handling Oil well equipment and tubular at OIL's operational areas in Kakinada and well site of KG Basin Project in East Godavari District of Andhra Pradesh and Yanam (Puducherry):

- i) 14 MT Pick -N-Carry Crane having lifting capacity - 1 no.
- ii) 20 MT (Minimum) capacity Flat bed trailer - 1(one) no.
(One additional tractor-trailer on call out basis)
- iii) Minimum 3 MT capacity Fork Lift (on call out basis) - 1 no.
(Voltas, Godrej, Escort or equivalent make)

2.0 SPECIFICATIONS:

I. 14 MT PICK -N-CARRY CRANE

- i) Wheel mounted Diesel hydraulic telescopic boom crane, hydraulically control steering with heavy duty transmission system.
- ii) Lifting capacity of minimum 14(fourteen) MT at 1.6(one point six) meters distance.
- iii) Hydraulically operated three part box type telescopic boom of maximum length not less than 8 (eight) meters.
- iv) Power hoisting and lowering with hydraulic winch.
- v) Rating not to exceed 85% (eighty five percent).
- vi) Right Hand Drive unit (Steering on Right Hand side of unit); Left Hand Drive unit not acceptable. Full width carrier cab.
- vii) Unit should be equipped with:
 - a) Overload audio warning system.
 - b) Hose protection failure device
 - c) Safety brakes on hoist
 - d) Cylinder guard for protection.
- viii) Overall width and overall length approximately within 2300 mm and 12000 mm respectively.
- ix) Carrier specifications of the crane must meet Indian Motor Vehicle Act.
- x) Pneumatically assisted hydraulic front wheel brakes and mechanical shoe rear brakes.
- xi) All weather cabin.
- xii) Fire Extinguisher, Spark Arrestor, Extra hooks.

xiii) Specifications of the Pick-N- Crane must meet Indian Motor Vehicle

II. TRACTOR - TRAILER

1. MAKE & MODEL OF TRACTOR:

- i) The tractor shall be of any one of the following models meeting specifications as under -
 - a) TATA LPS 3516 TC (35000 Kg GCW capacity when coupled to a suitable trailer).
 - b) Ashok Leyland 3516 H/AL (35000 Kg GCW capacity when coupled to a suitable trailer)
 - c) Any other make/model equivalent to above.
 - d) Copy of technical leaflet containing detailed specifications of the offered tractor unit shall be submitted along with bid for scrutiny.

Note: In case of supply of equivalent model as per clause (c) above, make & model of the tractor offered shall be clearly indicated in the bid.

ii) SPECIFICATIONS:

- a) GCW / GTW: Minimum 35000 Kg (when coupled to a suitable trailer)
- b) Drive: 4x2
- c) Cowl: Full Forward Control
- d) Wheelbase: 3250 mm (approximate)
- e) Engine Output: Not less than 150 HP (at approx. 2500 rpm)
- f) Engine Emission: Minimum EURO-II /BS-II compliant
- g) Axle Capacity: Approx. 6000 Kg for Front & 10000 Kg for Rear
- h) Steering: Power Assisted
- i) Driver's Cabin: All steel construction original factory built by the tractor manufacturer with seating capacity for min. 2(two) persons excluding driver.
- j) Fifth Wheel: Suitable for 2 inch (50.8 mm) IS 6763 /SAE J133 kingpin. Make - Ashley, Tata, Volvo, York, Jost, Hyva, PLHT or equivalent.
- k) OTHERS:
 - Palm coupling airline connections for Trailer brakes & Electrical Plug connection for Trailer lights, etc.
 - All standard lightings, fittings & accessories as per Motor Vehicle Act, two large Rear View Mirrors, Towing hook, First Aid Box, Fire Extinguisher, two Flood Lights at rear top of driver's cabin for night operation.

2. MAKE & MODEL OF TRAILER:

i) SPECIFICATIONS (APPROX.):

- a) Payload: 20 MT (20,000 Kg)
- b) Type: Flat Bed Trailer (without loading ramp)
- c) Axles: Tandem Axle complete with brake arrangement.
- d) Kingpin: 2 inch (50.8 mm) Kingpin as per IS 6763 / SAE J133. Preferred Make - Jost, York, Hyva or PLHT.
- e) Dimensions:
 - Overall length: 11.5 to 12.5 Meters (approx.)
 - Width: 2.70 Meters

- Height: As minimum as possible; should be within 1.25 Meters
- f) Construction - All welded steel construction unit should be with minimum 5 mm thick MS chequered plate platform. Cross members at approx. 1.0 meter interval. Rubbing / friction plate of 5th wheel coupling made of 10 to 15 mm thick fully welded MS plate adequately reinforced. Minimum 5 Nos. stanchion holes at approx. 1.5 meter interval on each side of the platform (at extreme ends to avail full platform width) for putting approx. 2.5 inch OD removable type stanchions (stanchions will be provided by the supplier). Holes should be made sufficiently strong to hold the stanchion rigidly for loading the trailer with rated load. Suitable Lashing rings at approx. 1.5 meter interval for binding chains / chain hooks. SUITABLE SIDE RAIL GUARD (BELOW THE PLATFORM) ON BOTH SIDES OF THE TRAILER are required.
- g) Landing Gear - One pair minimum 10 MT capacities (Lifting Capacity) Landing Gear of reputed make.
- h) Suspension: Heavy duty leaf spring or equivalent suspension.
- i) Brake: Suitable brake operating from driver's cabin through palm coupling between driver's cabin & trailer.
- j) Wheels & Tyres: 8 + 1 spare wheel of minimum size 10.00 x 20. Mounting arrangement for the spare wheel shall be provided.
- k) Electrical: Suitable parking light, brake light, back light, traffic indicator light, reversing alarm, etc. operating from driver's cabin through suitable connector between driver's cabin and trailer, sufficient side marker reflectors, etc.
- l) All other fittings & accessories as per Motor Vehicle Act.

3. THE FOLLOWING INFORMATION / DOCUMENTS ARE TO BE SUBMITTED ALONG WITH THE BID:

- i) Make & Model of the tractor units offered. In case of supply of equivalent model as specified in this tender document, Make & Model of the tractor offered shall clearly be indicated in the bid.
- ii) Copy of manufacturer's technical leaflet/brochure of the tractor unit containing all above technical details amongst others.
- iii) Bidder must give an undertaking declaring that if awarded with the contract by OIL, he/she would supply the tractor trailer units strictly as per tendered specifications.

4. TOOLS & ACCESSORIES:

Following tools & accessories shall be provided with each tractor trailer unit -

- i) Standard tool kit, wheel wrench/s (for both tractor and trailer), 1 No. Minimum 30 MT capacity hydraulic jack with handle, etc.
- ii) Nos. minimum 20 ft. long binding chains of adequate size & capacity with hooks at each end for binding 20 MT materials on trailer platform for transportation.
- iii) Nos. load binders of adequate capacity.
- iv) All necessary slings, chains, tools, tackles, stanchions, craw bars, etc. required for safe loading / unloading, transportation of materials of different sizes & shapes by the tractor-trailer unit.

III. FORK LIFT

- i) The fork lift should be of Voltas, Godrej, Escort or equivalent make.
- ii) Capacity of the fork lift should be minimum 3 MT.
- iii) Wheel mounted - diesel - hydraulic.
- iv) Should be equipped with fork of equivalent capacity & size.

IV. MANPOWER

1. The Contractor will have to deploy manpower as per details below to carry out the required job of the tendered units:

Sl. No.	Unit	Operator/Driver	Helper
1	14 MT Crane	1	1
2	Trailer	1	2
3	Fork Lift(call-out)	1	1

- 3.0 Services of all the units (excepting call out units) will be for 24 hrs. but services of operating crew will be for 12 hours duty everyday throughout the month. The duty timing for deployment of crew on 12(Twelve) hours basis will be decided by the Company and shall be binding on the Supplier(s). The same may be changed from time to time at the discretion of Company.

Services for call-out units will be 8 hrs. including man-power.

- 4.0 The service provider shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel. Company shall have no responsibility or liability in this regard. An undertaking is to be provided along with the bid.
- 5.0 The no. of helper indicated above is to be provided on regular basis. In case the minimum nos. of helpers are not provided by the supplier on any particular day, then the vehicle will either be not accepted or alternatively wages of helper not supplied will be recovered from Supplier's bill at prevalent Govt. rates for engaging such labourers.
- 6.0 Supplier will have to provide requisite safety gears for the operating crew operators, drivers & Helpers)

NOTE:

- i) Fixed charges of the units should include cost of Diesel, Lubricant, Lifting accessories, first-aid & safety equipment and at HSD price at Kakinada, EG, AP at the time of bidding.
- ii) Two days will be allowed per month for maintenance of units with prior approval.
- iii) All the units should have fire extinguisher and first aid kit.

END OF PART – II

PART-III

SPECIAL TERMS & CONDITIONS

- 1.0 The supplier is required to provide the Fork lift and additional tractor-trailer within 8 (eight) hours of prior intimation.
- 2.0 It will be solely the Transport Supplier's responsibility to fulfill all the legal formalities for these crane, trailer and fork lift to ply in EG Dist. and any other districts of Andhra Pradesh & Yanam (Puducherry). It will also be the Transport Suppliers responsibility to procure and renew the necessary permits etc. required for his/her men and vehicles to enter and work in Andhra Pradesh & Yanam (Puducherry).
- 3.0 Third party Inspection Report, Fitness certificates of vehicles are to be submitted by the supplier while placing all the crane, trailer and vehicle.
- 4.0 The Transport Supplier will have to engage skilled supervisory staff for supervision of jobs and also for necessary liaisoning with Company's Representative.
- 5.0 It will be entirely the responsibility of the Supplier to ensure strict adherence to all safety measures during loading / unloading and transportation of the materials and safety of workers engaged by him.
- 6.0 The crane, trailer(s) and fork lift shall at all times be comprehensively insured by the Supplier against all risks at his/her/their cost.
- 7.0 The right of the Supplier to place the crane, trailer and fork lift in Company's service shall be free from all financial/legal complications and encumbrances. Should there be any interruption in Company's service due to such complications, on demand, full compensation of the losses is to be borne by the contractor.
- 8.0 The Supplier shall bear all other expenditure in way of fulfilling the statutory obligations of the Central and State Government during the period of the service Agreement.
- 9.0 During the entire period of validity of this service Agreement, the Supplier shall be required to fulfill the following conditions, failing which the supplier shall be liable for penalty as determined by the Company:
 - (i) In case the supplier fails to place the cranes, trailer and fork lift for duties in time on any particular day, without prior permission from Company, then delayed placement will not normally be accepted. On such occasions cranes, trailer and fork lift will be treated as shutdown and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified.
 - (ii) Similarly, if the trailer is found to be deployed for any other duties during the period when allowed for routine, servicing/ maintenance, then also cranes, trailer and fork lift will be treated as shutdown and the same will attract pro-rate deduction of fixed charge and also imposition of penalty at rates specified.

- (iii) The cranes, trailer and fork lift of the supplier under this agreement will be used for jobs like loading, unloading, shifting, aligning, handling, placing etc. of all types of Company's materials, in OIL's areas of activities near Kakinada storage yard and at well sites.
 - (iv) The trailer will be required to transport pipes, tubular and other heavy materials of the company to various operational sites & vice-versa. Loading and unloading of materials will be arranged by the company, wherever required.
 - (v) The operator & each member of the crew when operating the cranes, trailer and fork lift must be in physically and mentally fit condition and shall not be under influence of intoxication of any type. Any violation of this clause will make the supplier liable to pay to the Company the damages as stipulated by Company.
 - (vi) The operator and crew shall have to comply with all the requirements as provided in the Motor Vehicle Act and the Rules framed there under.
- 10.0 During the currency of this Service Agreement, the Supplier shall not:
- (i) Withdraw the crane and trailer from service for any reason nor operate them for private purpose.
 - (ii) Refuse to base & deploy crane, trailer and fork lift at any station or as specified by the authorized personnel of the Company from time to time in writing in connection with Company's activities.
 - (iii) Refuse to carry out any job authorized by the Company's personnel.
- 11.0 For purpose of payment for the service rendered, the supplier shall:
- (i) Accept as final & the Log Sheets/statements maintained by the Company for day-to-day running of the trailer in addition to his/ her/their maintaining triplicate records of such Log Books/Statements, duly countersigned by the Company's representative and shall submit such information and bills in such manner as prescribed by the Company's representative at the commencement of the service or as modified from time to time.
 - (ii) Excludes from its monthly bills such Kilometerage as are involved on their own account, such as garaging, servicing etc.
 - (iii) The Company will make payment only for the Job/ journeys/trips authorized by the Company's Engineer/Representative.
- 12.0 For proper and efficient functioning of the cranes, trailer services contemplated under its Service Agreement the Supplier shall:
- (i) Furnish along with related Power of Attorney /Affidavit the name and specimen signature of the authorized representative who will be in overall charge of obligations, including preparing bills, receive cheques etc.
 - (ii) Arrange for representative to report to Company's representative daily to receive instructions as necessary.

- (iii) Furnish advance program of maintenance/servicing of crane and trailer.
 - (iv) Freely consult the Company's representative regarding ways and means to improve the quality of service to Company's satisfaction and to maintain a high standard of service.
- 13.0 The contract shall be awarded for a period of two years, extendable by another one year at the same rates, terms & conditions at the discretion of the Company.
- 13.1 The service period will be counted from the date of placement units into the service of the Company.
- 14.0 An undertaking of safety measures to be adopted has to be given before the commencement of the Service Agreement as per format provided.
- 15.0 The Company will make payment only for the journeys/trips authorized by the Company's Engineer/Representative.
- 16.0 In case, supplier fails to place the vehicles for duties in time on any particular day without prior permission from Company, then the delayed placement/duty timings will not normally be accepted. On such occasions vehicle will be treated as shutdown and the same will attract prorata deduction of fixed charge.
- 17.0 Similarly, if the units are found to be deployed for any other duties during the period when released for parking at Supplier's yard and/or during the period when allowed for routine servicing/maintenance, then also vehicle will be treated as shutdown and the same will attract prorata deduction of fixed charge.
- 18.0 The units supplied under this agreement will normally be used for maintenance and transportation of tubular and all other Company's materials, from one place to another within OIL's areas of activities in Andhra Pradesh & Yanam (Puducherry).
- 19.0 The Supplier will be held responsible for any damage/loss that may be caused to the Company's materials during loading/ unloading/ transportation and will have to make good the losses that might be incurred by the Company.
- 20.0 It will be solely the Supplier's responsibility to fulfill all the legal formalities for these Units to ply in Andhra Pradesh & Yanam (Puducherry). It will also be the Suppliers responsibility to procure and renew the necessary permits etc. required for his/her men and vehicles to work in Andhra Pradesh & Yanam (Puducherry).
- 21.0 The Supplier will have to engage skilled supervisory staff for necessary liaison with Company's Engineer/Representative. The name of such persons should be notified in writing to the company. It will be entirely the responsibility of the Supplier/his Supervisor/representative to ensure strict adherence to all safety measures during loading/unloading and transportation and safety of workers engaged by him.
- 22.0 Journey authorized by the Company shall be taken as "Authorized" Journey and will only be considered for payment.

- 23.0 The vehicles under this Contract will be based normally at Kakinada, but will be required to make trips to OIL's areas of activities in Andhra Pradesh & Yanam (Puducherry). From time to time, the vehicles may be required to halt overnight at well site other than the base station, but no additional halting charges will be payable. In such an event, the Supplier shall have to bear the expenditures/arrangements as necessary.
- 24.0 The vehicle/s may be allowed to be parked in premises of Company subject to availability of space at the end of duty every day, but the same will be absolutely at the risk of the Supplier.
- 25.0 The supplier will ensure that all the crew members of each vehicle supplied under this agreement regularly use personal protective equipment (PPE) as per requirement of the Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the crew members is found without PPE, the respective vehicle will not be used by the company and such period of non-use will be treated as shutdown.
- 26.0 The crew members engaged by the supplier will be required to undergo Mines Vocational Training to be imparted by the company.
- 27.0 The supplier will ensure that his crew members follow the instruction of the company's Engineer/Representative present at site and do not violate any safety norms. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / for safe operation.
- 28.0 If the company arranges any safety class / training for the crew members, the supplier will not have any objection to any such training.
- 29.0 Crane & Tractor-trailer units shall have provision of audio-visual alarm for reversing. Reflecting Tapes for easy identification from a distance to be provided at the rear side & front side on the body of the vehicle.
- 30.0 Only adult persons in sound health are to be employed by the supplier. In no case, minor or adolescent workers will be allowed for working in oil field operations.
- 31.0 The lifting tackles such as ropes, slings, chains, shackles, crow bar etc. should be as per BIS. The company's Engineer/representative present at site will have the power to reject any of these lifting equipment, if found unsuitable for use.
- 32.0 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the supplier and to be countersigned by competent official from the company.
- 33.0 Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.
- 34.0 "ON OIL INDIA DUTY" should be painted prominently above the windshield glass/number plate of all vehicles (excludes call-out vehicles).

- 35.0 The Contractor shall not refuse to operate the Crane, trailer, trucks in slushy, muddy, and underfoot plinth conditions prevailing in Oil field areas, if Company's representative certifies the condition of plinth.
- 36.0 In order to maintain necessary operational efficiency, the contractor is expected to possess Jeep/Pickup vehicles and any other light transport arrangement for transportation of fuel, crew, expedients, repair staff or any other assistance required by the crane, trailer, truck(s) /crew to meet the urgency of the connected operations.
- 37.0 The contractor must have suitable arrangement of locking the fuel tank, battery box, tool box & spare wheel provided in each tractor unit. Also driver cabin should have a long toolbox under the rear seat to accommodate the crowbar & few long tools of the company along with jack, handle etc.
- 38.0 The Contractor ensures that the time taken by the crane, trailer and truck in movement from one field/site to another field/site shall not exceed the normal traveling time. The "NORMAL TRAVELING TIME" shall be computed at standard average speed.
- 39.0 The Contractor shall have to provide adequate quality of tools, tackles, slings, hooks, dunnage material, other expedient for loading/unloading etc. to ensure prompt and efficient operations in slushy and difficult oil field conditions by the crane, trailer and truck, as per the requirement of the operation to obtain an optimum use of crane, trailer and truck. He shall also maintain all the crane, trailer and truck in perfect working condition for the rated capacity and designed efficiency during the period of contract. This is an essential obligation of the contractor.
- 40.0 The Company shall not be responsible for any claim /compensation that arise due to damages/ injury to the contractor's crane, trailer, truck(s) / vehicle/ property/ operator/driver/ rigger - slinger/labours and staffs under any circumstances while the crane, trailer, trucks were/are/is engaged for the OIL duty by him.
- 41.0 The contractor shall ensure that his crew should refrain from smoking or carry any inflammable substance at the installations/rig-site/stores yards etc. while on duty with OIL. The contractor shall also abide by and comply with all rules regarding safety and security measures while on duty with OIL as per the Mines Act/any other act or statutory order or executive instructions from the competent authority as per directions issued by the safety representative of the OIL and also of its representative at the work site/ installations. The contractor shall provide necessary safety kits and liveries as per the regulations to his employees.

END OF PART – III

PART – IV

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

I. BID REJECTION CRITERIA (BRC)

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

1.0 TECHNICAL

- 1.1 The bidder shall be in possession of the Hydra and Trailer offered either owned or leased. In case the bidder is not in possession of the same at the time of submission of bid, they may offer for the same which they have an agreement for lease /buy.
- 1.2 The Hydra, trailer and Fork Lift offered shall not be older than 7 (Seven) years as on bid opening date 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 Yanam (Puducherry). Contractor shall be fully liable/responsible whatsoever in this regard.
- 1.3 The inspection and certification should be done by third party or Govt. Agency at the cost of the bidder and report is to be submitted along with the bid or an undertaking in this regard is to be submitted along with the bid.
- 1.4 Attested Photocopies of R C book of the units should be submitted along with the bid.
- 1.5 Offers indicating mobilization time more than 30 (thirty) days from the date of issuance of Letter of Award (LOA) will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.
- 1.6 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit separate bids under Proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be accepted.

2.0 EXPERIENCE

- 2.1 The Bidder shall be in the business of providing Similar services to PSU / Central / State Govt. Undertaking/ Reputed organizations having the experience of successfully executing the following assigned work(s) during the last 7 (seven) years ending 30.11.2015. Documentary evidence must be submitted along with the bid.

"Similar Works" mentioned above means - Providing Services of tanker(s) / bowsters(s) or any other Transport Services involving Heavy Vehicle(s) / Logistic equipment.

2.2 The bidder should have experience of successfully executing similar works of the following magnitude during the last 7 (seven) years ending 30.11.2015:

(i) Single contract of minimum value of Rs.----- **(Please refer Covering Letter, Page 1)**

OR

(ii) Two contracts of minimum value of Rs.----- **(Please refer Covering Letter, Page 1)**

OR

(iii) Three contracts of minimum value Rs. ----- **(Please refer Covering Letter, Page 1)**

Note: The documentary evidence as stated above must be in the form of Final bill, Job Completion certificate showing:-

- (a) Gross value of job done;
- (b) Nature of job done; and
- (c) Time period of execution, etc.

LOI, Work Order copy is not acceptable.

2.3 Average annual financial turnover during the last 3 accounting years shall be Minimum Rs.--- **(Please refer Covering Letter, Page 1)** for bidders offering the services. The proof of annual turnover should be either in the form of Audited Balance Sheet or certification from Chartered / Cost Accountant firm indicating the Code No.

2.4 Operator/ driver should have at least 5 (five) years of experience and should be in sound health.

2.5 Operator/ driver should have valid driving/operating licence. Copy is to be submitted along with the bid.

2.6 In case, the bidder is a consortium of companies/ partnership firm, the following requirement should be satisfied by the bidder:

(i) The leader of consortium/firm should satisfy the experiences criteria of Clauses 2.1 & 2.2 above. However, any one of the consortium members individually shall have to meet the financial turnover criteria as mentioned in point no. 2.3 above.

(ii) The Leader of consortium/firm should confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this bid document. This confirmation should be submitted along with the bid.

(iii) All the members of consortium/firm must undertake in their MOU that each party shall be jointly and severally liable to the Company for any and

all obligations and responsibilities arising out of this Contract. Notwithstanding anything to the contrary stated herein, the responsibility of completion of job under this Contract will be that of the consortium leader.

3.0 COMMERCIAL

- 3.1 The bids are to be submitted in a single stage - composite bid system, i.e. Techno-commercial bid (Un-priced) and Commercial Bid (Priced) separately as per Clause 18.0 of the Covering Letter.
- 3.2 Bid received without earnest money (EMD) will be rejected.
- 3.3 Any bid received by the company after the deadline for submission of bids prescribed by the Company will be rejected.
- 3.4 Any bid received in the form of Telex/Cable/Fax/E-Mail will not be accepted.
- 3.5 Bid shall be typed or written in indelible ink and shall be digitally signed by the bidder, failing which the bid will be rejected.
- 3.6 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.
- 3.7 Any bid containing false statement will be rejected.
- 3.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Performa of bidding documents; otherwise the bid will be rejected.
- 3.9 There should not be any indication of price in the technical bid. A bid will be straightway rejected if this is given in the techno-commercial bid.
- 3.10 The bid documents are not transferable. Offers made by Bidders to whom tender document have not been issued will be rejected.
- 3.11 The quoted rates by the bidder(s) must be firm during the performance of the contract and not subject to variation on any account except the following:

In the event of any change in fuel price in Kakinada during the currency of the contract, per KM rates/running charges 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.
- 3.12 Any bid submitted with an adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 3.13 Bid received with validity of offer less than 6(six) months from the date of Technical Bid opening will be rejected.

- 3.14 Bidder must quote for all the services. Bid received for part service will be rejected.

4.0 GENERAL

- 4.1 In case bidder takes exception to any clause of Bid Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.
- 4.2 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 BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 4.3 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC)

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

- 1.0 The Priced-Bids will be evaluated using the rates quoted in the PRICE BID FORMAT on the following basis:
- (i) 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 to determine the lowest bid for that category.
 - (ii) The estimated quantities indicated in PROFORMA-A against each item are 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.
- 2.0 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.

END OF PART – IV

PROFORMA-A**PRICE BID FORMAT**

Description of the Services: Hiring of Logistic Services of Cranes (on call out basis), Pick & carry crane, Tractor-Trailer, Fork lift (on call out basis) & Truck for OIL's operational areas in Kakinada and KG Basin Project well sites in East Godavari District of Andhra Pradesh & Yanam (Puducherry) for a period of 2(two) years.

Item. No.	Item Description	Qty.	UOM	Quoted Rate (INR)	Total Amount (INR)
1i	Fixed Charges, 14 MT Pick & carry Crane including cost of Diesel, Lubricant, Lifting accessories, First Aid and Safety equipment.	24	MONTH		
1ii	Running Charges on road including cost of Diesel, Lubricant, Lifting accessories, First Aid and Safety equipment.	7200	KM		
1iii	Crew Overtime beyond 12 hrs.	4320	HR		
TOTAL ESTIMATED COST FOR 2 YEARS					
2i	Fixed Charges, 20MT Tractor-Trailer with crew including cost of Diesel, Lubricant, Clamping accessories, First Aid and Safety equipment.	24	MONTH		
2ii	Running Charges on road	14400	KM		
2iii	Crew Overtime beyond 12 hrs.	4320	HR		
TOTAL ESTIMATED COST FOR 2 YEARS					
3i	Charges of minimum 3MT Fork lift with crew (call-out) including cost of Diesel, Lubricant, Lifting accessories, First Aid and Safety equipment (for 8 hrs. duty).	200	DAY		
3ii	Fork lift charges beyond 8 hours with crew including cost of Diesel, Lubricant, Lifting accessories, First Aid and Safety equipment.	800	HR		
TOTAL ESTIMATED COST FOR 2 YEARS					

Note: The Charges against the additional tractor-trailer of 20 MT capacity with crew will be as below:

- | | | |
|--|---|--|
| (i) Charges of 20MT Tractor-Trailer with crew (call-out) including cost of Diesel, Lubricant, Clamping accessories, First Aid and Safety equipment (for 8 hrs. duty) | = | $\frac{(\text{Rate for Item No.2i}) \times 8}{30 \times 12}$ |
| (ii) Running Charges on road | = | Rate for Item No.2ii |
| (iii) Crew Overtime beyond 8 hrs. | = | Rate for Item No.2iii |

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Kakinada, Andhra Pradesh

To: **EXECUTIVE DIRECTOR (KGB & BEP),**
Oil India Limited,
D. No. 11-4-7,
Nookamma Temple Street,
Ramarao Peta,
Kakinada-533004, Andhra Pradesh

SUB: **SAFETY MEASURES**

Description of work/service: HIRING SERVICES OF THE FOLLOWINGS, REQUIRED FOR HANDLING OIL WELL EQUIPMENT AND TUBULAR AT OIL'S OPERATIONAL AREAS IN KAKINADA AND WELL SITE OF KGB PROJECT IN EG DISTRICT, ANDHRA PRADESH & YANAM (PUDUCHERRY):

- i) 14MT Pick -N-Carry Hydra Crane having lifting capacity - 1 no.
- ii) 20 MT (Minimum) capacity Flat bed trailer - 1(one) no.
(1 additional trailer on call out basis with 8 hours prior intimation)
- iii) Minimum 3MT capacity Fork Lift (on call out basis) - 1 no.
(Voltas, Godrej, Escort or equivalent make)

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the

provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be

issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

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

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

13. The contractor shall have to report all incidents including near miss to Company representative/ company authorized person OIL.

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

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

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

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

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

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

20. A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any

requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

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

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

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

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

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

Yours faithfully

.....

Contractor
For & On Behalf of

Seal:
Date:

APPENDIX-B**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To: **EXECUTIVE DIRECTOR (KGB & BEP),
Oil India Limited,
D. No. 11-4-7,
Nookalamma Temple Street,
Ramarao Peta,
Kakinada-533004, Andhra Pradesh**

WHEREAS (Name and address of Contractor)

(Hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____ dated _____ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (*Amount of Guarantee*) _____ (*in words*) _____ such sum 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 the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the date (.....) 6 (six) months after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

NOTE: Bidders are NOT required to complete this form while submitting the Bid.

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 under Tender No. CEI9366P16. 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:

APPENDIX-D**PROFORMA OF BID SECURITY (BANK GUARANTEE)**

To: M/s. Oil India Limited,
Executive Director (KGB&BEP),
D.No.11-4-7; 3RD FLOOR
NOOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
Andhra Pradesh, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, KAKINADA, Andhra Pradesh, India (herein aftercalled the Company)'s tender No.: _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____.

THE CONDITIONS of these obligations are:

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/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 one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall be irrevocable and shall 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.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date:

Place _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.