



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. CEI9861P16 for Transportation of assorted sizes of HPHT Casing & Oil Well equipment/consumables etc. by trailer from Pipe storage yard/warehouse located at Kakinada to OIL's drilling location#TLK1 (9A), at Guralavaripeta Village, Lanka of Thane Lanka, Mummidivaram, East Godavari District.

CONTRACT PERIOD: 6 (six) months extendable by another six months at the same rate, terms & conditions at the discretion of OIL.

SALE OF TENDER DOCUMENTS:

Within working hours from 12.01.2016 to 18.01.2016

Application showing full address and e-mail address with Tender Fee (Non-refundable) of **Rs. 500.00** (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 9861 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 mentioned in our e-Tender portal

BID SECURITY DEPOSIT : INR 50,000.00 (Rupees Fifty Thousand only)

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.

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 in OIL’s e-tender portal.

4.1 The tender document is available in the ‘**Technical Rfx**’ page in OIL’s e-tender portal.

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 120 (One hundred & twenty) 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 Contract Value in the form of Demand Draft / Banker's Cheque / Bank Guarantee 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. The security deposit shall be valid for a period of six months beyond the contract period.

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
- a) Part - I – GENERAL CONDITIONS OF CONTRACT
- b) Part - II - SCOPE OF WORK & TECHNICAL SPECIFICATIONS
- c) Part - III - SPECIAL TERMS & CONDITIONS
- d) Part - IV - BEC_BRC
- e) PROFORMA-A – PRICE BID FORMAT
- f) APPENDIX-A, APPENDIX-B and APPENDIX-C

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 bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender under “**Technical RFX Response**” page. The Price Bid rates shall be quoted per unit as specified in the “Price Bidding Format” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender Portal. The price quoted in the “Price Bidding Format” will only be considered for evaluation.

19.0 Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document. **For any support on this matter, you are requested contact the telephone no. 0374-2807192 during 7.30 AM to 4.00 PM (Monday to Friday).**

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.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

20.2 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.

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

20.4 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.

20.5 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.

21.0 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/Transporter" 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 Transporter 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 Transporter 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 Transporter 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 Transporter 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 Transporter 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 Transporter 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 TRANSPORTER:

3.1 The Transporter 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 Transporter 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 Transporter only and shall be his/her sole responsibility. Be it stated particularly that the Transporter 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 Transporter 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 Transporter will be solely against the Transporter and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Transporter against the services envisaged under this agreement shall have to be settled and satisfied by the Transporter 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 Transporter 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 Transporter 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 Transporter and his/her employees leading to a legal or illegal strike by them would have to be settled by the Transporter 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 Transporter 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 Transporter 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 Transporter was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Transporter shall not be entitled to any damages or compensation whatsoever on account of such termination.

3.6 The Transporter 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 Transporters 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 Transporter. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Transporter shall be obliged to accept such changes.

3.8(a) The Transporter 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 Transporter found violating this will be liable for breach of Contract.

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

3.12 The Transporter shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Transporter 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 TRANSPORTER:

4.1 The Transporter 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 Transporter 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 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.

4.8 All employees of the Transporter 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 Transporter.

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

4.10 The Transporter 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 Transporter's organization to carry out its obligations including preparation of bills, receipts of cheques etc.

4.11 The Transporter 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 Transporter 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 Transporter 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 transporter 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 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 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;
- b) In case of premature termination due to default or breach of contract by the Transporter.

6.3 In the event of an occurrence as envisaged in clause No.6.2 (a) & (b), the Transporter will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Transporter 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 Transporter shall not be entitled to any damages or compensation whatsoever on account of such termination.

6.4 Provided that in case of inordinate delay 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 Transporter will not be entitled to any damages or compensation whatsoever on account of such termination.

7.0 The Transporter 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 In case of default not leading to shut down, the Company's Engineer shall notify the Transporter to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Transporter, 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.

7.2 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 Transporter notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Transporter, 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 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.

8.0 TERMINATION:

In the event of the Transporter'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 5 (Five) 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 Transporter 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 Transporter to terminate this Agreement in whole or in part if the Transporter fails to perform any of his/her obligations under this agreement or if the Transporter 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 transporter shall be liable for any excess costs incurred by the Company in this regard. However, the Transporter 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 Transporter without compensating him, if the Transporter 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 Transporter; 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 5 (Five) days after the date of the notice of termination. If the Company exercises this

right, it shall pay the Transporter in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Transporter 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 5 (Five) from the due date of placement stipulated hereof and the Transporter 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.

9.2 Payment will be made after successful completion of transportation to Location -TLK1 (9A) at Thankelanka. Whole responsibility of transporting the material to our drilling location will be of the contractor. In the event of non-receipt of material at location, no payment will be due

9.3 Monthly statement / bills submitted by the Transporter 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 Transporter before certifying/countersigning the same for processing payment.

10.0 STATUTORY OBLIGATIONS OF TRANSPORTER:

The Transporter 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 Transporter 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 Transporter'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 Transporter 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 Transporter 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 Transporter irrespective how such injury, illness or death is caused by willful or gross negligence. The Transporter 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 Transporter 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 Transporter or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Transporter from and against such loss or damage and any suit, claim or expense resulting there from.

13.4 Neither the Transporter 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 Transporter from and against such loss or damage and any suit, claim or expense resulting there from.

14.0 INDEMNITY AGREEMENT:

14.1 The Transporter 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 Transporter'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 Transporter 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 Transporter 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 Transporter shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials equipment and vehicle(s) belonging to the Transporter 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 Transporter 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 Transporter 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 Transporters, if acceptable to the Company.

19.0 SUB-CONTRACT: The Transporter 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 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 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

- 1.0 Transportation of assorted sizes of HPHT Casing & Oil Well equipment/consumables etc. by trailer from Pipe storage yard/warehouse located at Kakinada to OIL's drilling location#TLK1 (9A), at Guralavaripeta Village, Lanka of Thane Lanka, Mummdivaram, East Godavari District.

Estimated No. of Trips: 92

- 2.0 Rates quoted should include cost of Diesel, Lubricant, Lifting accessories, first-aid & safety equipment.
- 3.0 All the units should have fire extinguisher and first aid kit.
- 4.0 This transportation is expected to be made in a period spread in about 6(Six) months.
- 5.0 Materials will be transported through "Vivekananda Bridge" near to location for which weight restriction is of 30 MT. Movement of vehicle to cross Vivekananda Bridge is to be done from 10 AM to 4 PM. For this purpose, weighment shall be done by Contractor in presence of witnessing villagers of Location & representative of RDO/MRO along-with videography. Weighment to be done at villagers approved Weigh Bridge in Kakinada.
- 6.0 Whole responsibility (including liaising with the villagers & other authorities) of transporting the material to our drilling location - TLK1 at Thanelanka will be of the contractor. In the event of non-receipt of material at location, no payment will be due.
- 7.0 Bidder must give an undertaking declaring that if awarded with the contract by OIL, he/she would be able to undertake the job.
- 8.0 The prospective bidder if they wish may visit the site and study the logistics involved in transportation of casing, oil well equipment/consumables etc. and other environmental factor.

END OF PART – II

PART-III

SPECIAL TERMS & CONDITIONS

- 1.0 The supplier is required to provide the service within 8 (eight) hours of prior intimation.
- 2.0 It will be solely the Transporter's responsibility to fulfill all the legal formalities for the trailer to ply in EG Dist. and any other districts of Andhra Pradesh & Yanam (Puducherry). It will also be the Transporters 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 The Transporter will have to engage skilled supervisory staff for supervision of jobs and also for necessary liaisoning with Company's Representative.
- 4.0 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.
- 5.0 The trailer(s) shall at all times be comprehensively insured by the Supplier against all risks at his/her/their cost.
- 6.0 The right of the Supplier to place the trailer 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.
- 7.0 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.
- 8.0 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) The operator & each member of the crew when operating the trailer 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.
 - (ii) 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.
- 9.0 During the currency of this Service Agreement, the Supplier shall not:
 - (i) Refuse to base & deploy trailer as specified by the authorized personnel of the Company from time to time in writing in connection with Company's activities.
- 10.0 For proper and efficient functioning of the contract 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.
- 11.0 An undertaking of safety measures to be adopted has to be given before the commencement of the Service Agreement as per format provided.
- 12.0 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.
- 13.0 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).
- 14.0 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.
- 15.0 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.
- 16.0 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.
- 17.0 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.
- 18.0 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.
- 19.0 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.

- 20.0 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.
- 21.0 Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.
- 22.0 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.
- 23.0 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 trailer as per the requirement of the operation to obtain an optimum use of trailer. He shall also maintain the trailers in perfect working condition for the rated capacity and designed efficiency during the period of contract. This is an essential obligation of the contractor.
- 24.0 The Company shall not be responsible for any claim /compensation that arise due to damages/ injury to the contractor's trailer/ vehicle/ property/ operator/driver/rigger - slinger/labours and staffs under any circumstances while the trailer is engaged for the OIL duty by him.
- 25.0 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.
- 26.0 Casing will be transported through "Vivekananda Bridge" near to location for which weight restriction is of 30 MT. Movement of vehicle to cross Vivekananda Bridge is to be done from 10 AM to 4 PM. For this purpose, weighment shall be done by Contractor in presence of witnessing villagers of Location along-with videography. Weighment to be done at villagers approved Weigh Bridge in Kakinada.
- 27.0 Whole responsibility of transporting the material to our drilling location - TLK1 at Thanelanka will be of the contractor. In the event of non-receipt of material at location, no payment will be due.
- 28.0 The prospective bidder if they wish may visit the site and study the logistics involved in transportation of casing and other environmental factor.

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 Transportation has to be done immediately on receipt of intimation against each lot. Bidder to confirm the same.

1.2 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit separate bids under Proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be 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 31.12.2015. Documentary evidence must be submitted along with the bid.

“Similar Works” mentioned above means - Providing Services of transportation 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 31.12.2015:

(i) Single contract of minimum value of Rs.19,92,000.00

OR

(ii) Two contracts of minimum value of Rs. 12,45,000.00

OR

(iii) Three contracts of minimum value Rs. 9,96,000.00

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.

- 2.3 Average annual financial turnover during the last 3 accounting years shall be Minimum **Rs. 7,47,000.00** 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.
- 2.6 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)/Bid Security 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 The bid documents are not transferable. Offers made by Bidders to whom tender document have not been issued will be rejected.
- 3.10 The quoted rates by the bidder(s) must be firm during the performance of the contract and not subject to variation on any account.
- 3.11 Any bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 3.12 Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening 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.
- 4.4 Bidders should confirm their agreement to the following while submitting their bid otherwise the bid will be rejected:
 - (i) Weighment shall be done by Contractor in presence of witnessing villagers & representative of RDO/MRO along-with videography. Weighment to be done at villagers approved Weigh Bridge in Kakinada. All expenses towards the same shall be borne by the contractor.
 - (ii) Whole responsibility (including liaising with the villagers & other authorities) of transporting the material to our drilling location - TLK1 at Thanelanka will be of the contractor. In the event of non-receipt of material at location, no payment will be due.

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) 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 will be considered to determine the lowest bid.
 - (ii) The estimated quantities indicated in PROFORMA-A is for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual work done.
- 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**

Item No.	Item Description	Qty.	UOM	Quoted Rate (INR)	Total Amount (INR)
1	Transportation of assorted sizes of HPHT Casing & Oil Well equipment/consumables etc. by trailer in the length range of approx.. 11.5 Mtrs. From Pipe storage yard in OMEGA yard, Plot no. 5B1, Vakalapudi, IDA, Kakinada-533005 to OIL's drilling location#TLK1 (9A), at Guralavaripeta Village, Lanka of Thane Lanka, Mummidivaram, East Godavari District. Approx. weight 1305 MT.	92	Per trip		
Service tax as applicable					
Total Amount inclusive of Service tax :					

Notes:

- Quantity indicated above is estimated requirement. However, payment shall be made for actual quantity used.
- Rates are inclusive of Toll tax charges.
- Rates are inclusive of all charges/applicable taxes.
- Trailers to be deployed for the purpose shall be accompanied with RC Book; Valid Insurance coverage Note and Driver's License & shall report at loading point with prior intimation to us for enabling to witness un-laden and laden weight of Trailers.
- Contractor to undertake weighment of consignment in presence of Village group & RDO/MRO in villager's approved Weigh Bridge in Kakinada. For this purpose, conveyance to be provided by the contractor to bring them to Weigh Bridge in Kakinada.
- This also involves Videography of consignment to be arranged by the Contractor.
- Payment will be made after successful completion of transportation of materials to Location-TLK1 (9A) at Thankelanka. Whole responsibility of transporting the material to our drilling location will be of the contractor. In the event of non-receipt of material at location, no payment will be due.
- No other charges, demurrage etc. will be payable.
- Trailer shall carry approx. load of 15-16MT.
- Vehicles are allowed to cross Vivekananda Bridge near location 9A from 10 AM to 4 PM.
- The prospective bidder if they wish may visit the site and study the logistics involved in transportation of casing/oil well equipment/consumables etc. and other environmental factor.
- Validity of offer is for 120 days.

Signature of the authorised person:Name of the authorised person:Name of the firm/owner:

APPENDIX-A

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

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

SUB: **SAFETY MEASURES**

Description of work/service: Loading, transportation of assorted sizes of HPHT Casing & Oil Well equipment/consumables etc. by from Pipe storage yard/warehouse in Kakinada to OIL's drilling location#TLK1 (9A), at Guralavaripeta Village, Lanka of Thane Lanka, Mummidivaram, East Godavari District. (Approx. weight: 1305 MT.)

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.

APPENDIX-C**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.