



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

**Materials Department
(Rajasthan Project)**

02-A, District Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729466
Fax : 0291-2727050
Email: mat_rp@oilindia.in

Date: 16.11.2015

FORWARDING LETTER

Tender No. : CJI9096 P16

Sub: Hiring of services of 1 (One) no. 7.5MT capacityX20' long platform truck with driver on call out basis for a period of two(02) years.

1.0 Rajasthan Project of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Project Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

OIL invites your ONLINE competitive bid for Hiring of services of 1 (One) no. 7.5MT capacityX20' long platform truck with driver on call out basis for a period of two(02) years.

2.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- | | | | |
|-------|--------------------------------|---|--|
| i) | OIL's Tender No. | : | CJI9096P16 dated 27.10.2015 |
| ii) | Tender Fee | : | ` 500.00 (PSUs and SSI Units registered with NSIC are exempted). |
| iii) | Type of Bid | : | Single Stage Composite Bid System |
| iv) | Bid Closing Date & Time | : | 22.12.2015 at 11.00 hrs (IST) |
| v) | Bid Opening Date & Time | : | 22.12.2015 at 15.00 hrs (IST) |
| vi) | Bid Opening Place | : | Office of Chief Manager (M&C),
Oil India Limited, Jodhpur, Rajasthan |
| vii) | Amount of Bid Security | : | ` 44,800.00 (Non- interest bearing) |
| viii) | Amount of Performance Security | : | 2.5 % of the Estimated Contract Value |
| ix) | Mobilization Time | : | Within ten (10) days from the date of issue of Letter of Award(LOA). |
| x) | Duration of Contract | : | 2(two) years with a provision of extension of further one year with the same rates, terms & conditions . |

xi)Liquidated Damage for : In case of failure on the part of the Contractor to provide vehicles as requisitioned by the Company in good running condition along with Contractor's Personnel within the stipulated time as set out in the Contract, Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%.

3.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,
OIL INDIA LIMITED

(P.C.MAZUMDAR)
CHIEF MANAGER (M&C)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI9096P16 dated 27.10.2015
- 1.2 Bid Closing Date : 15.12.2015
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : ` 500.00
- 1.4 Bid Security : ` 44,800.00 (Non- interest bearing)
- 2.0 **Description of Services:** Hiring of services of 1 (One) no. 7.5MT capacity X20' long platform truck with driver on call out basis for a period of two(02) years.
- 3.0 **Location of Work:** TVC and Drilling Locations.
- 4.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee (PSUs and SSI Units registered with NSIC are exempted from paying tender fees) in the form of a Demand Draft/Banker's Cheque/ Cashier's Cheque in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE ,SARASWATI NAGAR, BASNI, JODHPUR -342005, RAJASTHAN (INDIA) between **20.11.2015** and **15.12.2015** i.e. one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website www.oil-india.com.
- 5.0 OIL reserves the right to refuse issue of User Id & Pass Word to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 6.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

1.1 Prospective Bidders may interact with Company's Materials & Contracts Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

A. BIDDING DOCUMENT / TENDER DOCUMENT

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

(a) A forwarding letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Bid closing date and time.
- (iii) Bid opening date, time and place.
- (iv) The amount of Bid Security.
- (v) The amount of Performance Security

- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Terms & Conditions (Section –III)
- (e) Special Conditions of Contract (Section-IV)
- (f) Bid Form & Price Schedule Details (Section-V)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VI)
- (h) Sample Form of Agreement (Section-VII)
- (i) The Bid Security Form (Section- VIII)
- (j) The Performance Security Form (Section- IX)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining labour license (Appendix-B)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

3.0 AMENDMENTS TO BIDDING DOCUMENT:

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, shall be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for

bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

The bidder should submit their offer under single stage composite bid system i.e., only a single Techno-Commercial Bid comprising of the following documents.

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – VII.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per Proforma – I of Section – VII .
- (v) Bid Form & Price Schedule Details as per Section – V and Proforma – II of Section VII.
- (vi) All other Annexure, Proforma and Documents as required in the Tender

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide as per Section – VI and Proforma – II of Section VII respectively.

7.0 BID PRICE:

7.1 Rates/Unit Prices must be quoted in Indian Rupees only in words as well as in figures.

7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.

7.3 All duties and taxes including Corporate income taxes, Service Tax and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only the R & D Cess, applicable if any against this contract will be borne and paid for by OIL.

8.0 CURRENCIES OF BID AND PAYMENT:

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

These are listed in Bid Rejection Criteria vide Section – VI of the Bidding document.

10.0 BID SECURITY:

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" **must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected.** Tender Number and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-IX for the format) and valid for **60 days beyond the validity of the Bid**. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
 - b) A Cashier's/ Bankers Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

NOTE: Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

C. SUBMISSION OF BIDS:

13.0 ONLINE SUBMISSION:

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 13.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid Format(Proforma-II,Section-VII) only. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 13.5 The Tender is invited under SINGLE STAGE COMPOSITE -BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE ” bids through electronic form in 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 Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.

- 13.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User -> Technical Bid Tab Page only. Please go through the help document provided in OIL's e-Portal in details before uploading the document.

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.

- 13.7 Rates/Prices must be quoted/maintained in the "online price Bid Format" only. OIL will consider the rates/prices quoted in the "online price Bid Format" only.
- 13.8 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.
- (i) The Original Bid Security
 - (ii) Power of attorney for signing the bid document.
 - (iii) Other documents required to be submitted in original as per tender requirement, if any.

14.0 DEADLINE FOR SUBMISSION OF BIDS :

- 14.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 14.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

15.0 EXTENSION OF BID SUBMISSION DATE/TIME:

- 15.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.
- 15.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

16.0 FORMAT OF BID SUBMISSION:

- 16.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission

are also provided in this tender document.

16.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.

16.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

17.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS :

18.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

18.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.

18.3 Bids should not be withdrawn during 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.

19.0 BID OPENING AND EVALUATION

19.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

19.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

19.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.

19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.

- 19.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 19.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 19.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 19.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

20.0 EVALUATION AND COMPARISON OF BIDS :

The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Proforma-II, Section- VI) of the tender document to establish inter-se-ranking of bidders.

21.0 CONTACTING THE COMPANY :

- 21.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 21.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

D. AWARD OF CONTRACT

22.0 AWARD CRITERIA:

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

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

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

24.0 NOTIFICATION OF AWARD:

24.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

25.0 PERFORMANCE SECURITY:

25.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (2.5% of total evaluated contract cost) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Ref. Section – X) or in any other form acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

i) Any Nationalised / Scheduled Bank in India OR

ii) Any Indian branch of a Foreign Bank OR

iii) Any reputed foreign Bank having correspondent Bank in India

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

25.2 The performance security specified above must be valid for three (03) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 2.5% of the contract value for the extended period and also to extend the validity of the performance security accordingly.

25.3 Failure of the successful bidder to comply with the requirements of para 25.1 or 25.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

INVOCATION OF PERFORMANCE BANK GUARANTEE

25.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

25.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

26.0 SIGNING OF CONTRACT:

26.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.

26.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

(END OF SECTION – II)

SECTION – III

GENERAL TERMS AND CONDITIONS

MEMORANDUM OF AGREEMENT made this day of 2015 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 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri carrying of 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 the 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 the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in Proforma-II
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” 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” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is 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 item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” 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 (a) The Contractor hereby agrees to carry out the work as per Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.

2.0 MAKE OF VEHICLE : TATA/LYLAND/EQUIVALENT

- 3.0 **MOBILISATION:** The Transport Service Provider shall have to place his/her Vehicle **Within 10 (ten) days** from the date of issue of Notice from the Company.

- 4.0 **LIQUIDATED DAMAGES:** In case of failure on the part of the Contractor to provide vehicles as requisitioned by the Company in good running condition along with Contractor's Personnel within the stipulated time as set out in the Contract, Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%.

5.0 **VINTAGE OF VEHICLE:**

The Contractor shall provide not more than 2 years old from the date of bid closing date.

6.0 **FORCE MAJEURE:**

- 6.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 6.2 Upon 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 Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 6.3 Should "Force Majeure" condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the Agreement if such "Force Majeure" condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the Agreement even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to.

- 7.0 **INSURANCE:** The transport supplier shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials, equipment and vehicles belonging to the

Transport supplier or his/her contractors during the currency of the agreement and provide certificates of such insurance.

8.0 BREACH OF CONTRACTUAL OBLIGATION means amongst others also the following:

- (i) Carriage of unauthorized passengers by the Transport Supplier while under this agreement with the Company.
- (ii) Unauthorized use of the vehicle(s)/equipment when released to the Transport Supplier for undertaking its deployment for any other business purpose.
- (iii) Withdrawal of vehicles/equipment from the service before expiry of the term of this agreement for any reason whatsoever without the consent/instruction of the Company Engineer/Officer.
- (iv) Failure to park the vehicle/equipment after release on close of working hours at place designated by the company's engineer/officer.
- (v) Failure of the Transport Supplier to place the vehicles/equipment for periodic inspection as per schedule as directed by Company's Engineer/Officer.
- (vi) The vehicle (Goods Carrier) must be owned and registered preferably in the name of the Firm or in the name of owner of the firm during the entire tenure of contractual period including extension period, if any.

9.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:

- 9.1 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.
- 9.2 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle /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.
- 9.3 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.

- 9.4 The Company shall neither entertain any demands from the employees of the Transport Supplier nor deal directly or indirectly with any recognized or un-recognized unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the 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.
- 9.5 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.
- 9.6 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.
- 9.7 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicle 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/Minimum Wage 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.
- 10.0 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Transport Supplier is required to give to his/her driver as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.
- 11.0 The transport service provided under the contract shall be for operation for different areas within the state of Rajasthan like Jodhpur, Ajmer, Jaipur, Bikaner, Shriganganagar, Barmer and Jaisalmer districts and any other surrounding states/areas of companies activity as determined by the Company.
- 12.0 The service shall be to the satisfaction of Company's Officer/Engineer who shall have powers, amongst other, to
- a) Order the Transport Service Provider to remove immediately any cause of unsatisfactory performance of the service.

- b) Order the Transport Service Provider to replace, any person/driver/helper/mechanic/supervisor engaged for the running of vehicle or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company
 - c) Order the Transport Service Provider from time to time such further instructions as shall be necessary for the purpose rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non compliance of the instructions will make the contractor liable for penalty as per the provisions of the contract.
- 13.0 **Fixed Charge:** Fixed charge mentioned under of Proforma-II hereof which will be inclusive of depreciation, all applicable taxes & duties, insurances, wages and other emoluments of drivers inclusive of relief drivers which the transport supplier will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this agreement. The supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/Weekly offs, holiday, overtime, annual leave, uniforms etc.. No other separate charges on such accounts will be payable by the company at any point of time during the tenure of the contract and same, if any, shall have to be borne entirely by the transport supplier. The fixed charges payable under this agreement shall be deemed to be inclusive of all payments to be borne by the transport supplier on all such accounts. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.
- 14.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of tender clauses and such clarifications fulfilling the BRC clauses in to must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 15.0 **TERMINATION:**
- 15.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):**
The Agreement shall be deemed to be automatically terminated on the expiry of duration of the Agreement (or extension, if any, thereof).
- 15.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE**
Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.
- 15.3 **TERMINATION ON ACCOUNT OF INSOLVANCY**
In the event that the Transport Service Provider at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of his/her assets for the benefit of the creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Transport Service Provider's right and privileges hereunder, shall stand terminated forthwith.
- 15.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**
If the Company considers that, the performance of the Transport Service Provider is unsatisfactory, or not up to the expected standard, the Company shall notify the Transport Service Provider in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Agreement by giving 10 (ten) days notice in

writing to the Transport Service Provider, if the Transport Service Provider fails to comply with the requisitions contained in the said written notice issued by the Company.

15.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Transport Service Provider's rights and/or obligations under the Agreement and/or the Transport Service Provider's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion terminate the Agreement.

16.0 CONSEQUENCES OF TERMINATION:

16.1 In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

16.2 Upon termination of the Agreement, the Transport Service Provider shall return to the Company all of the Company's items, which are in Transport Service Provider's possession at the time.

16.3 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 10(ten) days written notice to the Transport Service Provider due to any other reason not covered under the above clauses from 8.1 to 8.2 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Transport Service Provider except for payment for service charges and other charges as per the Agreement up to the date of termination.

16.4 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Transport Service Provider with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Transport Service Provider shall have to demobilize his/her personnel and materials from the site, after handing over the company items, information, records etc. to the Company Representative.

17.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's representative shall be final and binding on the Transport Service Provider.

18.0 **PAYMENT :** The Company shall make monthly payment, subject to adjustment/deduction as necessary, for the service rendered in each calendar month and will endeavour to pay before the expiry of 30 (thirty) days from the date of submission of complete monthly statement-cum-bill for the month for every vehicle on the basis of accepted rates /calculations as mentioned in Proforma –II of the Agreement provided bills without any discrepancy (which are to be submitted by the Transport Service Provider once a moth) are received not later than the 4th day of subsequent calendar month.

18.1 The Bill must be accompanied with the followings:

(i) Daily Log Book in original countersigned by Company's authorized Engineer/Officer.

19.0 **DURATION OF THE AGREEMENT:** The duration of the Agreement shall be for a period of 02 (two) years with a provision of extension of further one year with the same rates, terms & conditions.

20.0 **ADDRESS FOR CORRESPONDENCE:**

Any notice required to be given under this Agreement including all correspondence shall be addressed to the respective parties at their given address. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address.

COMPANY

OIL INDIA LIMITED
2- A, DISTRICT SHOPPING CENTRE
SARASWATI NAGAR
BASNI,
JODHPUR-342005, RAJASTHAN
Fax No. 0291- 2727050
Email – mat_rp@oilindia.in

CONTRACTOR

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

- i) Professional driving license(s) and P.S.V. badge(s) for the driver(s)
- ii) Registration Book(s) with endorsement of Road Tax
- iii) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required
- iv) Road permits
- v) Fitness certificate
- vi) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as driver/Crew
- vii) Any other as required under law in force
- viii) Pollution under control certificate

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

- 1. The Motor Vehicle Act, 1988,
- 2. The Motor Transport Worker's Act, 1961,
- 3. The Contract Labour (Regulations & Abolition) Act, 1970,
- 4. The Minimum Wages Act, 1948,
- 5. The Employees Provident Fund & Miscellaneous Act, 1952
(including family Pension Scheme'95,
- 6. The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- 7. The Workmen Compensation Act, 1923 &
- 8. Industrial Disputes Act, 1947,
- 9. Payment of Bonus Act, 1965
- 10. Income Tax Act, 1961.

22.1 The Transport Service Provider shall undertake to fully indemnify the Company against any and all claims which may arise due to above Act/ or Statutes (para 22.0 above) having bearing over the service and / or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.

23.0 **ARBITRATION:**

- 23.1 The Transport Service Provider and the Company shall make every effort to resolve amicably by direct informal negotiation and disagreement arising between them under or in connection with the Agreement.
- 23.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Transport Service Provider and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act and Conciliation Act, 1996 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 24.0 **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.
- 25.0 **SUB-CONTRACT:** The Transport Supplier shall not sub-contract all or any part of the work envisaged under this Agreement.
- 26.0 **AMENDMENTS:** Amendments to any terms and conditions of the Agreement, if any, shall be carried out only through an Amendment to Agreement duly signed by authorized representative of the Company and the Transport Service Provider.
- 27.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 28.0 Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in **Appendix-B**.
- 29.0 **SET OFF CLAUSE :**
- 29.1 Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this or any other Agreement 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 Agreement or under any other Agreement made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

(END OF SECTION – III)

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

CLAUSE – I :

Transport Service Provider's Rates specified in Proforma-II of this contract are deemed to have been based on the following conditions and the Transport Service Provider shall not be entitled to any additional payment on any account.

1. The services to be rendered shall be on hire basis as per the rates specified in Proforma - II. The period of hire of the vehicles under this Agreement will be for a period of 02(two) year with a provision for extension of another 01(one) year at the same rates, terms and conditions.
2. The vehicle i.e. truck shall be equipped with all standard fittings, instruments etc. and conform to the provisions of Motor Vehicles Act including Insurance coverage, Fitness Certificate, Taxes, Permits, Registration Certificate etc.
3. The vehicles shall at all times be licensed (at the Transport Service Provider's Cost) by appropriate Government Authority to ply on contract basis in Jodhpur, Barmer, Jaisalmer, Bikaner & Sriganganagar District of Rajasthan State and any other surrounding state/areas of the Company's activities as determined by the Company.

CLAUSE – II:

- 1.0 The speedometer and kilometer record must be maintained at a high standard of accuracy. Any defects noticed by Company's officer at the initial and subsequent periodical inspection shall have to be rectified forthwith by the Transport Service Provider at his cost. Until such rectification, the reading of the instrument will be subject to such correction factors as determined by the Company Officers. For the purpose of monthly payments, corrected reading of the various records, if such corrections are deemed necessary will be binding on the Transport Service Provider.
- 2.0 In the event any vehicle becoming out of order, or otherwise not available, a relief equivalent vehicle shall be placed in service immediately as substitute. In the event of failure on the part of the Transport Service Provider, liquidated damages will be payable by the Transport Service Provider as specified in this tender document. Also, the Company has the right to make alternative arrangement and additional expenditure incurred by the Company in arranging alternative arrangement, if any, will be recovered from the Transport Service Provider .
- 3.0 The driver of the vehicle provided against the Agreement must be in possession of valid professional driving licence authorizing him to drive the particular type of vehicle in the manner required under the Agreement. Name of the driver with full particulars of driving licence shall be furnished to the Company at the commencement of the Agreement and also on every occasion when a driver is required to be replaced for any reason.
- 4.0 Drivers, when operating the vehicles, must be in a fit physical and mental condition and shall not be under the influences of intoxication of any type.
- 5.0 All persons/drivers employed by the Transport Service Provider under the Service Agreement must observe -

- a) All the rules promulgated by Rajasthan State Administration from time to Time for working in Rajasthan.
 - b) While working inside the declared prohibited areas, if any person is found to be objectionable from security considerations, the person must be replaced by the Transport Service Provider.
- 6.0 The vehicle shall carry Name Plates or Markings (for purpose of identification) inscribing “ON OIL INDIA LIMITED DUTY” and towing hook at the rear, as directed by the Company Representative at the cost of the Transport Service Provider.
- 6.0 During the currency of the Agreement while on duty on call basis, the Transport Service Provider shall not withdraw the vehicle on Company Duty from service for any other purposes (except in connection with repairs).
- 8.0 All standard safety devices fitted to the vehicle should be in working condition.
- 9.0 The Transport Service Provider will make all arrangements for fueling/servicing/repairing of the vehicle, boarding and lodging of his staff/driver at his cost. The Transport Service Provider will have to ensure adequate supply of fuel, lube oil for the vehicle while on duty.
- 10.0 The right of the Transport Service Provider to place the vehicle for service of the Company shall be free from all financial and legal complications and should thereby any interruption in company’s service due to such complications, the transport Service Provider shall indemnify, fully compensate the Company for the loss incurred by the latter vide L.D. clause set out of this contract.
- 11.0 The Transport Service Provider shall render trouble free services during the agreement period without any failure.
- 12.0 The driver can be replaced even for short period, only with the permission of the Company Engineer/Officer.

(END OF SECTION – IV)

SECTION-V
BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

Date :
Tender No. :
(Insert Bidder's name and address)

Gentlemen,

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

We undertake, if our Bid is accepted, to mobilize Tractor Trailer Unit with Driver & Helper within Five (05) days from the date of notice for mobilization from Company on as and when required (call out) basis.

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 2.5% of the estimated contract value for the due performance of the Contract.

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

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

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

Dated this Day of 2015

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

(B) PRICE SCHEDULE DETAILS :

Bidders must quote their rates strictly as per format provided in Section – VII vide PROFORMA-II.

(END OF SECTION – V)

SECTION - VI

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

A. BID REJECTION CRITERIA (BRC):

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

1.0 TECHNICAL:

1.1 Bidder's experience of having successfully completed similar works during last seven years (ending last day of the month previous to the month of bid closing date) should be either of the following:

(i) One similar completed works each costing not less than ` 17.94 lakhs.

Or

(ii) Two similar completed works each costing not less than ` 11.21 lakhs

Or

(iii) Three similar completed works each costing not less than ` 8.97 lakhs

Similar Job/works mean of providing Transport vehicles/Trucks either in Private Sector limited company, Public sector limited company, State Govt or Central Govt. Organizations. Documentary evidence in this regard in the form of experiences certificates from organization to whom the services were rendered along with copies of contracts, proof of payment received etc. to be submitted.

1.2 The bidder must have a minimum average annual turnover of Rs 6.73 lakhs during last three completed financial years. Bidder must provide copy of their Balance Sheet and audited profit & loss account or CA's certificate indicating the annual turnover in support of their eligibility in this regard.

1.3 Conditional offers will be rejected.

1.4 Ownership of the Vehicle: The Bidder shall provide Truck services not more than 2 years old from the date of bid closing date registered in the name of the Firm or in the name of the owner of the firm for the vehicle and should submit documentary evidence in support of and also provide the same proof at any time in duration of the contract, if required.

1.5 The bidder must have a base office in Jodhpur.

2.0 COMMERCIAL:

2.1 Bids are invited under Single Stage Composite Bid System. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender.

2.2 Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 02-A, Dist. Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.

2.3 Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will be rejected.

2.4 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (PROFORMA-II), otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, ‘NIL’ should be mentioned against such part of work.

2.5 Bids received by Company after the bid closing date and time will be rejected.

2.6 User ID and Password are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by the Company will be rejected.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

2.9 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

2.10 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Applicable Law Clause
- Liquidated damages clause

3.0 GENERAL:

3.1 Proforma -I : The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding 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. No deviation will, however, be accepted in the clauses covered under BRC.

3.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

B. BID EVALUATION CRITERIA (BEC):

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.

1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format **(PROFORMA-II)** to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

1.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in “online price schedule” shall prevail for the purpose of evaluation. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

PROFORMA-I

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)
Name of the Bidder : _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PROFORMA – II

PRICE SCHEDULE FORMAT

Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

Srl. No. (1)	Description of Service (2)	Unit (3)	Quantity (4)	Unit Rate (5)	Amount (6)
1.0	Mobilisation Charge	NO	80.00		
2.0	Fixed Charge per Day	Day	500.00		
3.0	Running Charges	KM	34000.00		
4.0	Demobilisation Charges	DAY	80.00		
	TOTAL PRICE [SUM OF COLUMN (6) ABOVE]				

Note:

- 1.0 Evaluation of the offer would be on the basis of overall ranking and the contract will be awarded to the overall lowest bidder.
- 2.0 The Bidder should quote the rates inclusive of all type of applicable State/Central taxes , duties/levies and including service tax against each item of services/works.
- 3.0 The rates should be all inclusive which inter-alia include expenses on drivers (including dress and cap), maintenance, fuel, lubricants, tools, spares, duties, road tax, etc. No payment will be made for refueling, garaging, maintenance etc.
- 4.0 While on duty the vehicle should be available for round the clock duty along with driver.
- 5.0 The vehicle should be parked in Oil India Limited premises after completion of duty on daily basis. The Contractor will have to provide food and lodging for their driver/crew during entire period of agreement including extension, if any.
- 6.0 Parking charges /Toll Charges shall be reimbursed by OIL at actual against documentary evidences of such payments.

- 7.0 The quantities mentioned above table are for the evaluation purpose only and the actual may be more or less depending upon the operational requirement.
- 8.0 The Bid in which the rates for any part of the service/work are not quoted shall be rejected. However, if no charge is involved for any of the service/item, '**NIL**' should be mentioned against such part of service.
- 9.0 The transport service shall be utilized for transportation of various equipments and items related to exploration, drilling, production and other OIL's oil/gas field operations. The Contractor will be responsible for any damage during transportation/carriage of the materials.
- 10.0 The kilometer record must be maintained at a high standard of accuracy including the time of placement/Release of the vehicle.
- 11.0 Bidders should note that payment against the proposed contract under this tender will be made by e-payment(s) mode only. Therefore, the bidders must furnish the followings along with their bids:
- (i) Beneficiaries Name
 - (ii) Bank Account Title
 - (iii) Bank Account Number
 - (iv) Bank Name
 - (v) Bank Branch
 - (vi) Bank Branch Code
 - (vii) IFSC Code
 - (viii) MICR Code
 - (ix) Bank Address
 - (x) Copy of PAN Card
 - (xi) Cancelled Cheque
 - (xii) Copy of the latest Bank Statement

(END OF SECTION - VI)

SECTION-VII

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 2015... between (name of Company) of (Mailing address of Company), hereinafter called “the Company”, of the one part and (Name of Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of works) and has by Letter of Acceptance (date of Letter of Acceptance) accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
This Form of agreement,
The Letter of Acceptance,
The Contractor’s Bid and enclosures,
The Technical Specifications,
The Priced bill of quantities,
The Drawings,
The Schedule of Supplementary Information,
The special Conditions of Contract and
The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

SIGNED, SEALED AND DELIVERED

By the said
Name _____

By the said
Name _____

On behalf of the Contractor
in the presence of:
Name _____
Address _____

On behalf of the Contractor
in the presence of:
Name _____
Address _____

* Bidders are NOT required to complete this form.

(END OF SECTION - VII)

SECTION - VIII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date) against Tender No..... for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 2015 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - 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, without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date, 180 days after the closing date for submission of bids as stated in the tender document or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

DATE:

SIGNATURE OF THE BANK:

WITNESS:

SEAL:

(Signature, Name and Address)

-
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

(END OF SECTION - VIII)

SECTION - IX

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company
(Address of Company

WHEREAS (Name and address of Contractor) (hereinafter called “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 recognised 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 THEREFORE 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 type 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 thereunder or of any of the Contract documents which may be made between you and the 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 (.....)** three (03) months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :.....
Name of Bank :.....
Address :.....
Date :.....

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 25.0 under Section-II.

(END OF SECTION - IX)

GENERAL HSE POINTS

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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 Contractors.
- 2.0 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 the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The 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
- 7.0 All persons deployed by the Contractor for working in 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.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.

- 9.0 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.
- 10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 11.0 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.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 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.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 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.

Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid licence from Licensing Officer. To obtain licence contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for licence fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

- Note:
- 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
 - 2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive licence nor any communication within a week.
 - 3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.
