

OIL INDIA LIMITED
(A Govt. of India Enterprise)
4, India Exchange Place,
Kolkata – 700 001.
E-mail : oilcalmn@oilindia.in/ oilcalmn@dataone.in
INVITATION FOR BID
NATIONAL COMPETITIVE BID

OIL INDIA LIMITED invites National Competitive Bid (NCB) through its e-procurement portal – <https://etender.srm.oilindia.in/irj/portal> for the following items :-

E-Tender No.	Bid Closing Date	ITEM
CKI 4331P17/09	05.05.2017	Hiring of Services for Explosives Transportation
SKI 4318P17/03	05.05.2017	Bitumen Felt
SKI 4328P17/01	05.05.2017	Manila Rope
SKI 4288P17/05	05.05.2017	Flange
SKI 4344P18/03	05.05.2017	Bitumen Hard

Tender fee (Non – Refundable) :Rs.1,000.00 (to be paid online only : Bid Closing / Opening Time : **(11 Hrs.)IST/(14 Hrs.) IST**; Period of sale of documents: **Till one week prior to bid closing date.** The complete bid documents and details for purchasing bid documents, participation in E-Tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website www.oil-india.com.

Note : All addenda, corrigenda,time extension etc. to the tenders will be hosted on above website and e-portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

* * *

FORWARDING LETTER

M/s. _____

Description: TENDER NO-CKI 4331P17 for 'TRANSPORTATION OF EXPLOSIVE CARGO IN EXPLOSIVE VANS OF CAPACITY 500 KG & 1500 KG WITH 02 ARMED ESCORTS PER VAN FROM DELHI / KOLKATA TO DULIAJAN (ASSAM) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 01(ONE) YEAR IF REQUIRED AT THE SAME TERMS AND CONDITIONS .

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a 'Navaratna' Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Registered Office at Duliajan, Assam and **Calcutta Branch office** at Kolkata, West Bengal invites ON-LINE BIDS from experienced and established Indigenous firms / Contractors meeting the requisite criteria for the above mentioned work under **SINGLE STAGE TWO BID System (Open Tender)** through its e-Procurement site <https://etender.srm.oilindia.in/irj/portal> . For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	TENDER/IFB NO.	CKI 4331P17/09
(ii)	TYPE OF BID	SINGLE STAGE- TWO BID
(iii)	SALE OF TENDER DOCUMENTS	Till one week prior to bid closing date.
(iv)	COST OF BID DOCUMENT	RS. 1,000.00
(v)	BID CLOSING DATE & TIME	AS PER ONLINE TENDER
(vi)	TECHNO-COMMERCIAL BID OPENING DATE & TIME	AS PER ONLINE TENDER
(vii)	PRICED BID OPENING DATE & TIME	AS PER ONLINE TENDER
(viii)	BID OPENING PLACE	OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 TH FLOOR, KOLKATA - 700001
(ix)	BID VALIDITY	90 DAYS FROM DATE OF BID OPENING DATE
(x)	BID SECURITY AMOUNT	Rs. 94,300.00
(xi)	BID SECURITY VALIDITY	90(ninety) days beyond the validity of the bid.
(xii)	AMOUNT OF PERFORMANCE GUARANTEE	10% of annualized contract value
(xiii)	VALIDITY OF PERFORMANCE	90 days beyond contract

	SECURITY	period/duration and applicable warranty/guarantee/defect liability period (if any).
(xiv)	DURATION OF THE CONTRACT	2 YEARS FROM THE DATE OF COMMENCEMENT OF THE CONTRACT

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

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 to take special note of the following conditions:

2.1 Against Tender Fee – Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.

Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

2.2 Against Bid Security/EMD/Performance Bank Guarantee – Only payments through online mode or Submission of Bank Guarantee will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

3.0 **IMPORTANT NOTES:**

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

The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in sealed envelope superscribed with OIL's IFB No. and Bid Closing date to GM-KOLKATA OFFICE,
OIL INDIA LIMITED
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA – 700001, INDIA:

- a) Original Bid Security (if the same is not submitted online)
- b) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security must be received at OIL's office of the GM-KOLKATA BRANCH, Oil India Ltd., 4 India Exchange Place, ICC Building, 4th floor, Kolkata – 700001, India on or before the Techno-commercial bid opening date and time. A scanned copy of the Bid

Security shall also be uploaded by the bidder along with their Techno-commercial Bid in OIL's E-procurement site.

- 4.0** Bid should be submitted online in OIL's E-procurement site upto the date and time as mentioned in e-portal and will be opened on the same day at time mentioned in e-portal at the office of the GM-KOLKATA BRANCH in presence of the authorized representatives of the bidders. Bidders who are deputing their representative should hand over the authorization to the tender opening Officer before 14:00 hrs on the Bid Opening day.
- 5.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 6.0** All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with organisation 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.
- 7.0** **The tender is invited under SINGLE STAGE-TWO BID SYSTEM.** Bidders shall quote accordingly under Single Stage Two Bid System. **The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.**

Only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

7.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User - > Technical Bid only. The **"TECHNO-COMMERCIAL UNPRICED BID"** shall contain all techno-commercial details **except the prices. Please note that no price details should be uploaded in** Technical RFx Response.

7.2 The **"PRICE BID"** must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted in "Conditions Tab". Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".**

7.3 **A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.**

Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

RFX Response Number 60006452 RFX Number TEST2 Status Submitted
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version 1

RFX Information | Items | Notes and Attachments | Conditions

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information

Incoterms
 and Statistics
 Created By
 Created By
 Last Processed By
 Last Processed By

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
The table does not contain any data			

Go to this Tab "Technical RFX Response" for Uploading "Techno-commercial Unpriced Bid".

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

On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions | Summary

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on "EDIT" Mode

Area for uploading Techno-Commercial

Area for uploading Priced Bid**

Note :

* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details **except the prices.**

** The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

9.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

10.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

NOTE:

1. Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

A. Gogoi
Sr. Purchase Officer
For DGM-M
For GM-KO

PART-1

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENTS

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

- (a) A forwarding letter highlighting the following points:
- (i) Oil India Limited's Tender No.
 - (ii) Type of Bidding
 - (iii) Cost of Bid Document
 - (iv) Bid closing date and time.
 - (v) Bid opening date, time and place.
 - (vi) Bid submission and opening place
 - (vii) The amount of Bid Security.
 - (viii) The amount of performance guarantee.
 - (ix) Duration of Contract
- (b) Instructions to Bidders (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Part-2)
- (d) General Terms and Conditions (Part-3, Section-I)
- (e) Scope of Work, Special Conditions of Contract (Part-3, Section-II)
- (f) Schedule of Rates (Part-3, Section-III)
- (g) Price Bid Format (Proforma-A)
- (h) Bid Form (Proforma-B)
- (i) Certificate of Compliance with respect to BRC (Proforma-C)
- (j) Statement of Non-Compliance (except BRC) (Proforma-D)
- (k) Bid Security Form (Appendix-II)
- (l) Performance Security Form (Appendix-III)
- (m) Sample form of agreement Form (Appendix-IV)
- (n) Proforma Letter of Authority (Appendix-V)
- (o) Authorisation for attending Bid Opening (Appendix-VI)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 4.2 The Addendum will be sent in writing by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

- 5.0 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.

6.0 DOCUMENTS COMPRISING THE BID:

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

(i) TECHNO-COMMERCIAL UNPRICED BID shall comprise of following:

i	Documentary evidence established in accordance with clause 9.0
ii	Statement of compliance with respect to BRC/BEC as per Proforma-C
iii	Statement of Non-compliance (except BRC) as per Proforma-D showing the list of deviations taken by the bidder except for the conditions under BRC
iv	Bid Security (scanned) in accordance with clause 10.0 hereunder. Hard copy should reach us on or before Techno-Commercial Bid Opening Date and time (except for online payment).
v	Copy of Priced bid Format without indicating prices (Proforma-A)
vi	Copy of Bid Form without indicating prices (Proforma-B) Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.

(ii) PRICED BID shall comprise of the following: **Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:**

i	Priced Bid Format, (Proforma-A)
ii	Bid Form as per Proforma-B

- 7.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

8.0 BID PRICE:

- 8.1 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.2 All duties and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, State Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, 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.
- 9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in Bid Rejection Criteria/Bid Evaluation Criteria.
- 10.0 BID SECURITY:
- 10.1 The Bidder shall furnish as part of its Techno-commercial unpriced bid, Bid Security in the amount as specified in the "Forwarding Letter".
- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.9.
- 10.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be submitted in a separate envelope as prescribed in Clause 13.3 below (if the same is not submitted online) and shall be in any one of the following forms:
- (a) A Bank Guarantee from a scheduled Indian Bank in the prescribed format vide **Appendix-II** and valid for 90 days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Kolkata.
- (b) Bid Security can also be paid online through our E-procurement portal.
- 10.4 Any bid not secured in accordance with sub-clause 10.3 above shall be rejected by the Company as non-responsive.
- 10.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of Tender.
- 10.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 25.0 below is furnished.
- 10.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

10.9 The Bid Security may be forfeited:

- i) If any bidder withdraws their Bid during the period of bid validity, and/or
- ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity, and/or
- iii) If the bidders does not accept the LOA issued by Company within the validity of the bid, and/or
- iv) If the bid is accepted by OIL, and work is awarded but the successful bidder does not furnish the Performance Security, and/or
- v) If the successful bidder fails to sign the Contract within reasonable time & within the period of bid validity.

10.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

10.11 The scanned copy of the Original Bid Security in the form of Bank Guarantee must be uploaded by bidder along with the Techno-Commercial Bid in the "Technical RFx Response" page of OIL's E-portal. **The Original Bid Security shall be submitted by the bidder to the office of GM-KO , Oil India Limited, 4 India Exchange Place, ICC Building, 4th Floor, Kolkata - 700001 in a sealed envelope which must reach the above address before the Techno-commercial Bid Opening date and Time failing which the bid shall be rejected.**

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 **Bids shall remain valid for 90 days after the date of techno-commercial 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 (or 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:

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

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

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

before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.1 below.

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

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

- 12.2 The bid shall be typed or written in indelible inks and shall be digitally signed by the Bidder or a person or persons duly authorized holding a Power of Attorney to bind the Bidder to the Contract. The letter of authorization (as per **Appendix-V**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof. In addition to the above, Bid Security/Performance Security (as the case may be) will be forfeited and the party shall be debarred for a period of 2(two) years.
- 12.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13.0 SUBMISSION OF BIDS:

- 13.1 The tender is processed under **Single stage – Two bid system**. Bidder shall submit the Techno-commercial bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Techno-commercial bid is to be submitted as per Scope of Work/Terms of Reference of the bid documents and Priced Bid as per the Price Schedule. The Techno-commercial Bid should be uploaded in the "**Technical RFx Response**" Page only. Prices to be quoted as per Proforma-A should be uploaded as attachment in the attachment link under "**Notes and Attachments**" Tab. **No price should be given in the "Technical RFx Response" page, otherwise bid shall be rejected.**

The priced bid should not be submitted in physical form which shall not be considered. However, the following documents should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be addressed to GM-KO, Oil India Limited, 4 India Exchange Place, 4th Floor, Kolkata – 700001, as indicated in the IFB:

- (i) The Original Bid Security along with 2(two) copies.
- (ii) Power of Attorney for signing of the bid digitally

- (iii) Any other document required to be submitted in original as per bid document requirement.

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

Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employees.

13.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Techno-commercial Bid.

13.3 Timely delivery of the documents in physical form as stated in Para 13.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services before the Bid Closing Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.

13.4 E-mail/Fax/Telex/Telegraphic/Telephonic offers will not be accepted.

13.5 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company(OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company(OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company(OIL) may sustain on account thereof.

13.6 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

14.0 DEADLINE FOR SUBMISSION OF BIDS:

14.1 Bids should be submitted on-line as per the online tender submission deadline.

14.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

- 14.3 The documents in physical form as stated in Para 13.1 must be received by Company at the address specified in the “Forwarding Letter” on or before the Bid Opening date & Time mentioned in the “Forwarding Letter”. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 14.4 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded and submitted in system before the closing date and time of the bid. The documents in physical form if received by the Company, after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 15.0 MODIFICATION AND WITHDRAWAL OF BIDS:
- 15.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.
- 15.2 The Bidder's 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.
- 15.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 15.4 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.
- 15.5 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.
- 16.0 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.
- 17.0 BID OPENING AND EVALUATION
- 17.1 Company will open the Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Appendix-VI**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In techno-commercial bid opening, only Technical “**RFx Response page**” will be opened. Bidders therefore should ensure that techno-commercial bid is uploaded in the “Technical RFx Response” Tab Page only.

- 17.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 17.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 15.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 17.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 17.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 17.4.
- 17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 17.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 17.10 The Company shall perform Techno-commercial evaluation of the responsive bid(s) on the basis of **Section-III of Part-3 'Scope of Work & Terms of Reference'** and **Part-2 'Bid Rejection Criteria/Bid Evaluation Criteria'**. Pursuant to Clause 17.0, the Company shall determine the successful techno-commercial bid(s) for Price Bid opening.

17.11 **OPENING OF PRICE-BIDS**

The Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the interested qualified bidders. Techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

18.0 **EVALUATION AND COMPARISON OF BIDS:**

The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

19.0 **CONTACTING THE COMPANY:**

19.1 Except as otherwise provided in Clause 17.0 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 except as required by Company vide sub-clause 17.6.

19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

20.0 **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.

21.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

22.0 **NOTIFICATION OF AWARD:**

22.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

22.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

23.0 SIGNING OF CONTRACT:

- 23.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.
- 23.2 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.

24.0 PERFORMANCE SECURITY:

- 24.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the Performance Security Form as provided in the Bidding Document or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 24.2 The performance security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company 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 the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 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 evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

Important Notes:

1) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidder has to submit both the "TECHNICAL" and "COMMERCIAL" 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 and Commercial bid as per the **Online Commercial Bid format**.

2) In Technical Bid opening, only Technical Rfx folder will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the Technical Rfx Folder link under Un-priced Bid Tab Page only. **No price should be given in above Technical Rfx Folder, otherwise the offer will be rejected.** Please go through the help document in detail before uploading the document.

END OF PART-1

PART-2

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

I. BID REJECTION CRITERIA

1.0 The bidder 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 scope of work. Notwithstanding the general conformity of the bid to the stipulated scope of work, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

2.0 The bids that do not meet the minimum qualifying criteria as given below will be rejected :-

2.1 Bidder shall have the experience of successfully completed one (1) similar works of Rs. 11.78 lacs in PSUs/Central Govt. Organizations'/State Govt. Organisations /large Industries in previous 7 (seven) years to be reckoned from the original bid closing date.

Note: Similar works means Transportation of explosive cargo by suitable explosive vans within India.

2.2 Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least **Rs. 7.068 lacs.**

2.2.1 **Net worth** of bidder must be positive for preceding financial/ accounting year.

2.3 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far.

Notes:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE B.**

OR

ii) Audited Balance Sheet along with Profit & Loss account.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of

Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

3.0 The bidder must have minimum one number of 1500Kg capacity Explosive van and two numbers of 500 Kg capacity Explosive Van(s) to be engaged for transportation of explosive cargo with valid license for transportation of explosives for minimum period of one year from the date of bid opening. Documentary evidences must be provided in this respect along with the bid. Also the bidder shall give undertaking for renewing the license promptly covering the contract period on expiry of the license without effecting the contractual obligation.

4.0 Bidders shall offer firm price throughout the validity of the contract and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.

5.0 Validity of the bids shall be minimum **90 days from the bid opening date. Bids with lesser validity will be rejected.**

6.0 Bids received after Bid closing date & time shall be rejected. Also modification of Bids received after Bid closing date/time shall not be considered.

7.0 Any bid containing incorrect statement will be rejected.

8.0 Tender documents are not transferrable. Offers made by bidders who have not been issued tender documents by the company (OIL) will be rejected.

9.0 Bid security:- (Earnest Money Deposit-EMD)

Bid security shall be submitted **as a part of technical bid** and may be submitted manually (in form of BG) in sealed envelope superscribed with Tender no. and Bid Closing date to GM-KO, 4,India Exchange Place, Oil India Limited, Kolkata- 700001, W.B on or before the Bid Closing Date and Time mentioned in the Tender. If bid security in ORIGINAL of above mentioned amount is not received within bid closing date and time , the bid submitted through electronic form will be rejected without any further consideration. **In lieu, Bid Security can also be paid online through our e-procurement portal as per procedure given in user manual in OIL's e-procurement portal.**

10.0 Performance Security:

Successful bidder would be required to deposit with OIL, Kolkata performance security for the amount mentioned in the forwarding letter within 15 days from the date of notification of award of contract (LOA) and should remain valid 90 days beyond period of contract and shall be revalidated if the contract is extended. The security deposit shall be refunded after successful execution of the contract. The security deposit shall not accrue any interest. Bidders are required to confirm compliance of this clause in their offer.

iii) *The Bank Guarantee should be allowed to be encashed at all branches within India.*

11.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (*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. The bid signed using other than "Class 3" digital certificate, will be rejected.

COMMERCIAL

1.0 Bids are invited under **Single Stage Two Bid** System. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices, which shall be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. **Technical RFX Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFX Response folder, otherwise the offer will be rejected.**

The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

1.1 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC , techno- commercial details including quantity offered except prices which shall be kept blank and upload the same in the Technical RFX Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted in "Conditions Tab". Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments". Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.**

II. BID EVALUATION CRITERIA

- 1.0 The bids conforming to the terms and conditions stipulated in the tender documents and considered to be responsive subject to the BRC will be considered for further evaluation as per the BEC.
- 2.0 All the rates must be quoted in words as well as in figures. For any difference between words and figure in quoted rates, company will accept the rates written in words only which will be binding on the bidder.
- 3.0 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 4.0 The bids will be evaluated based on total quoted price for all the 4(four) items as given in SOR of tender, which is the estimated requirement for a period of 02 years.

END OF PART-2

PART-3

SECTION-I

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled "Hiring of TRANSPORTATION service OF EXPLOSIVE CARGO IN EXPLOSIVE VANS OF CAPACITY 500 KG & 1500 KG WITH 02 ARMED ESCORTS PER VAN FROM DELHI / KOLKATA TO DULIAJAN (ASSAM) FOR A PERIOD OF 02 (TWO) YEARS" . In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement date' means the date on which the Contractor's personnel starts the job as mentioned in the Agreement.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

- 2.1 The Contract shall become effective as of the date the company notifies the successful bidder(s) that they have been awarded the Contract from and it shall remain in force for a period of two year on regular requirement and on call on basis (as specified in the Forwarding Letter) from the date of commencement. The Contract may be extended upto another one year or lesser period at the option of the Company at the same rates, terms and conditions.

3.0 CONTRACTOR'S PERSONNEL:

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

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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

- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 5.0 GENERAL OBLIGATIONS OF COMPANY:
- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its drivers access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.
- 6.0 PAYMENT TERMS
- Payment will be made on submission of actual bills, HSD filling bill/ proof, consignment notes of the trips duly certified by user dept. in Duliajan mentioning the release time & date of the vans after unloading.**
- 7.0 PENALTY:
- Detention charge @Rs 1000 per van per day will be paid beyond the free time of 2 (two) working days for each operation of loading/ unloading of any vehicle placed.
- 8.0 TAXES AND DUTIES
- 8.1 All taxes excluding service tax whether Corporate or Personnel will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-Contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by Contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.

- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.10 Corporate and personnel taxes on Contractor and their sub-Contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-Contractor and agents shall be borne by the Contractor.

9.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

10.0 USE OF COMPANY'S EQUIPMENT [***Not applicable against this tender/contract***]

11.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 CONFIDENTIALITY:

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

13.0 NOTICES:

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

COMPANY

CONTRACTOR

OIL INDIA LIMITED
Calcutta Branch,
4 India Exchange Place,

ICC Building, 4th Floor,

Kolkata – 700001,

India
Fax No. 033-22302596
oilcalmn@oilindia.in

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

14.0 HEADINGS:

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

15.0 CONSEQUENTIAL DAMAGE

- 15.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-Contractors.

16.0 TERMINATION:

- 16.1 In the event of the Contractor's failure to place the vehicles in due time or render proper services as per terms of this contract, the Company reserves the right to terminate the contract in full or partly. This service contract shall stand terminated and Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

- 16.2 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this contract in whole or in part, if the Contractor fails to perform any of his/her/their obligations under this agreement or if the Contractor does not cure/remedy his/her/their failure/defects immediately upon receipt of notice from the Company or during any such time as the Company may advise in writing. Company will not pay any damage or compensation on account of such termination except for payment then due to the Contractor towards successful operations till the date of termination.
- 16.3 In the event of Company terminates the contract in whole or in part pursuant to clause No. 16.2, the Company may hire, upon such terms and in such manner as may deem appropriate similar services and in such cases the Contractor shall be liable for any excess costs incurred by the company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 16.4 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which occurred or will occur thereafter to the Company.
- 16.5 The Company may issue written notice to the Contractor to terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for company's convenience, the extent to which performance of service under this agreement is terminated and the date from which such termination becomes effective, will be at least 07(seven) days after the date of the notice of termination. If the Company exercise this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.

17.0 FORCE MAJEURE:

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

17.0 ARBITRATION:

- 17.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.
- 17.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in **Kolkata**.
- 18.0 **SET OFF** :-Any sum of money due and payable to the contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (Or such other person or persons contracting through Oil India Limited).
- 19.0 LIABILITY
- 19.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 19.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 19.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of the Contractor and/or its sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 19.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-Contractors and /

or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

- 19.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 19.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its Contractors or sub-Contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 19.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of Company and/or its Contractors or sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 19.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servant, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 20.0 Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer shall be rejected:
- a) Penalty Clause
 - b) Tax Liabilities Clause
 - c) Force Majeure Clause
 - d) Termination Clause
 - e) Arbitration Clause
 - f) Liability Clause

END OF SECTION-I

SECTION-II

SCOPE OF WORK / SPECIAL CONDITIONS OF CONTRACT

- 1) The contractor shall be the sole custodian of the consignments delivered to them and shall be held responsible for any act against law after handing over the consignment at airport to till delivery of consignment at magazine of OIL, Duliajan.
- 2) The contractor shall have to intimate respective administrative authority of the states enroute for carrying of explosives and obtain clearance required, if any.
- 3) The Contractor shall be responsible for issuing Consignment Note duly signed & stamped before starting the journey from Delhi/ Kolkata. The same shall be handed over to our concerned persons at Kolkata/ Delhi.
- 4) The contractor shall ensure and shall be responsible for issuing proper authorization letter in company letter head (duly sealed & signed) to the drivers.
- 5) The contractor shall ensure that all licences from concerned authorities shall be valid and well in place during the round trips required for Transportation of Explosives.
- 6) The security guards should be present during loading of explosives at airport and also during un-loading at OIL's Magazine at Duliajan, Assam.
- 6) Detention charge @Rs 1000 per van per day will be paid beyond the free time of 2 (two) working days for each operation of loading/unloading of any vehicle placed.
- 7) The bidder shall quote lumpsum charges as per the "Schedule of Rate". Breakup of actual cost and service tax shall be provided for each line items of the "Schedule of Rate".
- 8) The bidders quoted rate shall be corresponding to the HSD rate prevailing as on the bid closing date (at Kolkata)
- 9) In the event of any change in the rates of HSD, the rates shall be calculated as follows:
 - i) For every 1% of increase or decrease of HSD price at Kolkata, the freight rates will be increased or decreased, as the case may be by 0.3%
 - ii) The above changes in freight rates will be applicable only if the HSD price variation is Re 1.00 (one) or more
- 10) The round trips mentioned in the SOR is the estimated requirement for the period of 02 years.
- 11) Each Van shall accompany with 02 armed escorts as per Govt. Of India, Explosive Act 2008.
- 12) The bidder shall abide to all the statutory requirements & terms and conditions required for transportation of Explosives as per the Govt. Of India, Explosive Act/ notification.
- 13) Payment will be made 100% on submission of actual bills, HSD filling bill/ proof, consignment notes of the trips duly certified by user dept. in Duliajan mentioning the release time & date of the vans after unloading.

END OF SECTION-II

SECTION-III

SCHEDULE OF RATES**Schedule of Work, Unit and Quantity (SOQ)**

<u>Sl. No.</u>	<u>Description of Service</u>	<u>UOM</u>	<u>Qty</u>	<u>Unit Rate (Rs.)</u>	<u>Amount (Rs.)</u>
1	Transportation of explosives in 500 Kg capacity explosive van with 2 (two) armed escort from Delhi to Duliajan	Trip	04		
2	Transportation of explosives in 1500 Kg capacity explosive van with 2 (two) armed escort from Delhi to Duliajan	Trip	03		
3	Transportation of explosives in 500 Kg capacity explosive van with 2 (two) armed escort from Kolkata to Duliajan	Trip	14		
4	Transportation of explosives in 1500 Kg capacity explosive van with 2 (two) armed escort from Kolkata to Duliajan	Trip	04		
Total Value					

1. The above estimated no. of trips is for a period of 02 (two) years only.
2. Please quote your Lumpsum Charges per round trip consisting of transportation and armed escort/ security and all statutory levies **excluding service tax**.
3. The security guards should be present during loading of explosives at Airport and also during unloading at OIL's Magazine at Duliajan, Assam.
4. The bidder shall abide to all the statutory requirements & terms and conditions as per Govt. of India, Explosives Act/ notification 2008.
5. Detention charges @ Rs. 1000.00 per van per day will be paid beyond the free time of 2 (two) working days for each operation of loading/unloading of any vehicle placed.
6. The lumpsum charges quoted by you for each line item should indicate the break-up of the basic charges and other statutory levies **excluding service tax**.
7. The rates incorporated in the contract shall be corresponding to the HSD rate prevailing as on the bid closing date (at Kolkata). In the event of any change in the rates of HSD by the Govt. of India/ Oil PSU's, the freight rates shall stand revised as under:
 - a) For every one percent (1%) of increase or decrease of HSD price at Kolkata, the freight rates will be increased or decreased, as the case may be by 0.3% (zero point three percent).
 - b) Above changes in freight rates will be applicable only if the HSD price variation is Rs.1.00 (one) or more.

8. Bids to be evaluated cumulative of all the 4 line items i.e. total contract cost , as requirement is of all the 4 line item services from a single party due to operational requirement.

END OF SECTION-III

END OF PART-3

PRICE BID FORMAT

PROFORMA-A

<u>Sl. No.</u>	<u>Description of Service</u>	<u>UOM</u>	<u>Qty</u>	<u>Unit Rate (Rs.)</u>	<u>Amount (Rs.)</u>
1	Transportation of explosives in 500 Kg capacity explosive van with 2 (two) armed escort from Delhi to Duliajan	Trip	04		
2	Transportation of explosives in 1500 Kg capacity explosive van with 2 (two) armed escort from Delhi to Duliajan	Trip	03		
3	Transportation of explosives in 500 Kg capacity explosive van with 2 (two) armed escort from Kolkata to Duliajan	Trip	14		
4	Transportation of explosives in 1500 Kg capacity explosive van with 2 (two) armed escort from Kolkata to Duliajan	Trip	04		
Total Value					

- 1.0 The above estimated no. of trips is for a period of 02 (two) years only.
- 2.0 Please quote your Lumpsum Charges per round trip consisting of transportation and armed escort/ security and all statutory levies **excluding service tax.**
- 3.0 The security guards should be present during loading of explosives at Airport and also during unloading at OIL's Magazine at Duliajan, Assam.
- 4.0 The bidder shall abide to all the statutory requirements & terms and conditions as per Govt. of India, Explosives Act/ notification 2008.
- 5.0 Detention charges @ Rs. 1000.00 per van per day will be paid beyond the free time of 2 (two) working days for each operation of loading/unloading of any vehicle placed.
- 6.0 The lumpsum charges quoted by you for each line item should indicate the break-up of the basic charges and other statutory levies **excluding service tax.**
- 7.0 The rates incorporated in the contract shall be corresponding to the HSD rate prevailing as on the bid closing date (at Kolkata). In the event of any change in the rates of HSD by the Govt. of India/ Oil PSU's, the freight rates shall stand revised as under:
 - c) For every one percent (1%) of increase or decrease of HSD price at Kolkata, the freight rates will be increased or decreased, as the case may be by 0.3% (zero point three percent).
 - d) Above changes in freight rates will be applicable only if the HSD price variation is Rs.1.00 (one) or more.
- 8.0 Bids to be evaluated cumulative of all the 4 line items i.e. total contract cost , as requirement is of all the 4 line item services from a single party due to operational requirement.

Price Break-up Chart for the quoted rates

<u>Sl. No.</u>	<u>Description of Service</u>			
1	Transportation of explosives in 500 Kg capacity explosive van with 2 (two) armed escort from Delhi to Duliajan	<u>Km</u>	<u>Rate</u>	<u>Amount (Rs)</u>
	Transport charges (A)			

	Escort Charges	Charges (Rs)
	Armed Escort Charges for 2 nos. (B)	
	Total Amount for Sl. No. 1	(A)+(B)

2	Transportation of explosives in 1500 Kg capacity explosive van with 2 (two) armed escort from Delhi to Duliajan	<u>Km</u>	<u>Rate</u>	<u>Amount(Rs)</u>
	Transport charges (C)			

	Escort Charges	Charges (Rs)
	Armed Escort Charges for 2 nos. (D)	
	Total Amount for Sl. No. 2	(C) + (D)

3	Transportation of explosives in 500 Kg capacity explosive van with 2 (two) armed escort from Kolkata to Duliajan	<u>Km</u>	<u>Rate</u>	<u>Amount(Rs)</u>
	Transport charges (E)			

	Escort Charges	Charges (Rs)
	Armed Escort Charges for 2 nos. (F)	
	Total Amount for Sl. No. 3	(E) + (F)

4	Transportation of explosives in 1500 Kg capacity explosive van with 2 (two) armed escort from Kolkata to Duliajan	<u>Km</u>	<u>Rate</u>	<u>Amount(Rs)</u>
	Transport charges (G)			

	Escort Charges	Charges (Rs)
	Armed Escort Charges for 2 nos. (H)	
	Total Amount for Sl. No. 4	(G) + (H)

NAME OF CONTRACTOR

Notes:

TENDER NO: CKI 4331P17/09

- a) The bidders has to quote as per above formats i.e. PROFORMA-A, failing which the offer will be considered as incomplete and will be rejected.

ANNEXURE-B

CERTIFICATE OF ANNUAL TURNOVER & NET WORTHTO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD**TO WHOME IT MAY CONCERN**

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

YEAR	TURN OVER In INR (Rs)	NET WORTH In INR (Rs)

Place:

Date:

Seal:

Membership No..

Registration Code:

Signature:

**To
GM-KO
Oil India Limited,
4 India Exchange Place,
ICC Building, 4th Floor
Kolkata - 700001
West Bengal
India**

Sub: Tender No. : _____

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum to be intimated in LOA and same to be submitted within () days for the due performance of the Contract.

We agree to abide by this Bid for a minimum period of **90** days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2017.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

To be digitally signed by Bidder's Authorized signatory

PROFORMA - C

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

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

Name of the authorised signatory:

Name of the firm/service provider/bidder:

To be digitally signed by Bidder's Authorised signatory

PROFORMA-D

STATEMENT OF NON-COMPLIANCE (excepting BRC)
(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations excepting BRC**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

2.0 In addition to the above, the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

To be digitally signed by Bidder's Authorised signatory

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the Techno-commercial bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

To: GM-KO,
OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA-700001
West Bengal, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Calcutta Branch, WB, India (hereinafter called the Company)'s Tender No. **CKI** 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 _____ 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder

(2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders ;

or

(b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

(3) If the Bidder furnished fraudulent document/information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 all of the conditions**, specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

Notwithstanding anything contained hereinabove:

(i) Our liability under the guarantee shall not exceed ` _____

(ii) This Bank Guarantee shall be valid only up to __/__/__

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before __/__/__

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

FORM OF PERFORMANCE BANK GUARANTEE

To: GM-KO,
OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA-700001
West Bengal, India

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

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

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

We also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.

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

This guarantee is valid until the date _____ (calculated at 90 days after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____
Date Place _____

THIS AGGREEMENT is made on the day of..... 20.., 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 desires to engage the Contractor's transportation services to transport its explosives of imported origin, by road, from New Delhi / Kolkata Airport to Duliajan (Assam) and has, by Letter of acceptance dated (Date of Letter of Acceptance)_____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

Whereas the Contractor represent that they are fully competent and willing to provide such services and assure full responsibility for the same at mutually agreed rates as stipulated in the Contract

1.0 COMMENCEMENT AND DURATION OF CONTRACT :-

1.1 The Contract shall become effective from the date the Company (OIL) notifies the Contractor that they have been awarded the Contract.

1.2 The Contract shall remain valid for 2 (two) years period. The Contract may however be extended for another 1 (one) year at the same rates, terms & conditions.

2.0 NOTICES AND ADDRESS

2.1 For the purpose of this contract, the addresses of the party will be indicated in following format and all notices and correspondences in relation to the present contract sent to the parties at the addresses mentioned below shall be deemed to be sufficient. All such notices as well as invoices and other relevant materials shall be addressed to the parties at such addresses : -

OIL INDIA LIMITED

**15-A, HEMANTA BASU SARANI,
CONTINENTAL CHAMBER,
2ND FLOOR,**

.....

KOLKATA - 700 001.

.....

M/s.....

.....

.....

.....

.....

NOW THIS AGREEMENT WITNESSETH 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. :
 - a) This form of Agreement,
 - b) The Letter of Acceptance,

- c) The said Bid and Appendix,
 - d) The Technical Specifications and
 - e) The Priced Bid and Quantities,
 - g) The Special Conditions of Contract and
 - h) 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 set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

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

for and on behalf of
Company (Oil India Limited)

Name:
Status:

Name:
Status:

In presence of
1.
2.

In presence of
1.
2.

APPENDIX-V

TENDER NO: CKI 4331P17/09
PROFORMA LETTER OF AUTHORITY

To,

GM-KO,
OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA-700001
West Bengal, India

Sir,

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

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

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

Yours Faithfully,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

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

APPENDIX-VI

AUTHORISATION FOR ATTENDING BID OPENING

To,

Date : _____

GM-KO,
OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA-700001
West Bengal, India

Sir,

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

GENERAL HSE POINTS

GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT

1.0 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.

2.0 Every person deployed by the contractor must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 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.

4.0 The contractor shall provide a copy of the SOP to the person designated who shall be supervising the contractor's work.

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

6.0 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.

7.0 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.

8.0 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.

9.0 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 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 the 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 maintain attendance of his men every day for the work, punctually.

15.0 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.

16.0 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 meetings and maintain records.

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

19.0 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.

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

21.0 Contractor's arrangements 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 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.

23.0 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.

24.0 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 & 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.