

OIL INDIA LIMITED
(A Govt. of India Enterprise)
4, India Exchange Place,
Kolkata – 700 001.

OIL INDIA LIMITED invites indigenous competitive bid through its e-procurement portal – <https://etender.srm.oilindia.in/irj/portal> for the following e-Tenders :-

Srl. No.	E-tender	Bid Closing Date	Materials Description
1.	CKI7036P16 (Single Stage two Bid system)	19-06-2015	Hiring of Light Passenger Vehicle services for a period of two years at Kolkata.

2.0 Application showing full address / e-mail address with Tender fee (non-refundable) of ₹ 5000.00 per tender (excepting PSU and SSI units registered with NSIC) by Demand Draft in favour of M/s. Oil India Limited payable at Kolkata and to be sent to Head-Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001. Application shall be accepted only upto one week prior to Bid Closing Date. The envelope containing the application for participation should clearly indicate **“REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E-TENDER NO.”** for easy identification and timely issue of authorization.

Alternatively, applicants already having User ID & Password for OIL’s e-portal can pay the requisite tender fee and bid security against this tender through the online payment gateway.

On receipt of request from applicants who do not have USER_ID and initial PASSWORD, it will be communicated to the bidder (through-e-mail) and will be allowed to participate in the tender through OIL’s e-Procurement portal on payment of requisite tender fees. No physical tender documents will be provided.

PSU’s and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days prior to be closing date for participation in the tender.

Details of NIT can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has also been provided through OIL’s web site www.oil-india.com.





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

Calcutta Branch,
4 India Exchange Place,
ICC Building, 4th Floor
Kolkata-700001
West Bengal
Phone (O) 033-22301657/58
FAX: 91-33-22302596
Email: oilcalmn@oilindia.in

FORWARDING LETTER

M/s. _____

Description: TENDER NO-**CKI7036P16** DATED 27.04.2015 for 'HIRING OF SERVICES OF LIGHT PASSENGER VEHICLE FOR A PERIOD OF TWO YEARS EXTENDABLE BY ANOTHER ONE YEAR AT THE SAME TERMS AND CONDITIONS ON MUTUAL CONSENT.

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.	CKI7036P16
(ii)	TYPE OF BID	SINGLE STAGE-TWO BID
(iii)	SALE OF TENDER DOCUMENTS	Within working hours from 06.05.2015 to 11.06.2015.
(iv)	COST OF BID DOCUMENT	RS. 5,000.00
(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	WILL BE INTIMATED TO THE ELIGIBLE BIDDER(S) NEARER THE TIME

(viii)	BID OPENING PLACE	OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 TH FLOOR, KOLKATA - 700001
(ix)	BID VALIDITY	180 DAYS FROM DATE OF CLOSING OF TECHNO COMMERCIAL BID
(x)	MOBILIZATION TIME	WITHIN 07 DAYS FROM DATE OF MOBILIZATION NOTICE ISSUED BY THE COMPANY
(xi)	BID SECURITY AMOUNT	INR 1,28,650.00
(xii)	BID SECURITY VALIDITY	180 DAYS FROM DATE OF OPENING OF BID
(xiii)	AMOUNT OF PERFORMANCE GUARANTEE	2.1/2% OF ESTIMATED TOTAL CONTRACT VALUE
(xiv)	VALIDITY OF PERFORMANCE SECURITY	6 (SIX) MONTHS BEYOND THE DATE OF COMPLETION OF CONTRACT
(xv)	DURATION OF THE CONTRACT	2 YEARS FROM THE DATE OF COMMENCEMENT OF THE CONTRACT
(xvi)	QUANTUM OF LIQUIDATED DAMAGE FOR DEFAULT IN TIMELY MOBILIZATION	@1/2 % FOR DELAY PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 7.5% OF CONTRACT VALUE INCLUDING MOBILISATION COST.
(xvii)	BIDS TO BE ADDRESSED TO	HEAD-CALCUTTA BRANCH, OIL INDIA LIMITED 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 TH FLOOR, KOLKATA – 700001, INDIA

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 must have a valid User ID to access OIL's e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along with the cost of bid documents for issue of the user ID for accessing the e-Tender. Application showing full address and e-mail address with Tender Fee (Non-refundable) of Rs. 1,000.00 (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kolkata is to be sent to Head-Calcutta Branch, Oil India Limited, 4 India Exchange Place, ICC Building, 4th floor, Kolkata - 700001. The envelope containing the application for participation should clearly indicate "Request for participation in Tender No. CKI7036P16" for easy identification and timely issue of tender document. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis.** Bidders, who do not have a user id, can click on

Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL. In lieu, vendors who already have user id and password can pay tender fee online through our e-procurement portal as per procedure given in user manual in OIL's e-procurement portal.

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 HEAD-CALCUTTA BRANCH,

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.
- c) Printed catalogue and Literature, if called for in the tender.
- d) Power of Attorney for signing the bid.

The above documents including the Original bid security must be received at OIL's office of the Head-Calcutta Branch, Oil India Ltd., 4 India Exchange Place, ICC Building, 4th floor, Kolkata – 700001, India on or before the Techno-commercial bid opening date. 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.

- ii) Bid should be submitted online in OIL's E-procurement site upto the date and time as mentioned above and will be opened on the same day at time mentioned above at the office of the Head-Calcutta 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.
- iii) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. The Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the "**Technical RFx Response**" Page. **Please note that no price details should be uploaded in the "Technical RFx Response" Page.** Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under "**Notes and Attachments**".

4.0 The Integrity Pact is applicable against this tender:

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

(Note: Shri Raghaw Sharan Pandey, IAS (Retd.), Former Secretary MOP & NG and Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. Of India have been appointed as Independent External Monitors).

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(B. K. Das)
Chief Manager (Materials)
For Head-Calcutta Branch

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) Special Conditions of Contract (Part-3, Section-II)
- (f) Scope of work / Terms of Reference (Part-3, Section-III)
- (g) Schedule of Rates (Part-3, Section-IV)
- (h) Price Bid Format (Proforma-A)
- (i) Bid Form (Proforma-B)
- (j) Certificate of Compliance with respect to BRC (Proforma-C)
- (k) Statement of Non-Compliance (except BRC) (Proforma-D)
- (l) Integrity Pact (Annexure-V)
- (m) Bid Security Form (Appendix-II)
- (n) Performance Security Form (Appendix-III)
- (o) Contract Form (Appendix-IV)
- (p) Proforma Letter of Authority (Appendix-V)
- (q) 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 BID shall comprise of following:

i	Documentary evidence established in accordance with clause 9.0
ii	Statement of compliance with respect to BRC as per Proforma-C
iii	Statement of Non-compliance (except BRC) as per Proforma-D showing the list of 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)
vii	Integrity Pact digitally signed by OIL's competent personnel as Annexure-V attached to the bid document to be digitally signed by the Bidder.

(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 Unit prices must be quoted by the bidders on-line in figures only.
- 8.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 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 Part-2 (Bid Rejection Criteria).

10.0 BID SECURITY:

- 10.1 The Bidder shall furnish as part of its Techno-commercial 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 six months 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) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' payable at Kolkata, West Bengal, India.
 - (c) 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/Cashier Cheque/Bank Draft 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 Head-Calcutta Branch, 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 180 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 Head-Calcutta Branch, 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.
- (iv) Printed catalogue and literature if called for in the bid document.

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

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 or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.

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

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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted.
- 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.
- 18.0 OPENING OF PRICE-BIDS
- 18.1 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.
- 18.2 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.

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

20.0 CONTACTING THE COMPANY:

20.1 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.

20.2 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

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

22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept 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.

23.0 NOTIFICATION OF AWARD:

23.1 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.

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

23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 25.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

24.0 SIGNING OF CONTRACT:

24.1 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.

24.2 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.

25.0 PERFORMANCE SECURITY:

- 25.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount 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.
- 25.2 The performance security specified above must be valid for six (06) months 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.
- 25.3 Failure of the successful bidder to comply with the requirements of para 24.1 to 25.1 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.
- 3) The original bid security (amount is mentioned above and also in Basic Data of the tender in OIL’s e-portal) should reach us before bid closing date and time of the technical bid. **Bid without original Bid Security will be rejected.**
- 04) **Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your quotation as per BRC.** The name of the OIL’s Independent External Monitors at present are as under :
- (A) SHRI RAGHAW SHARAN PANDEY, I.A.S (Retd) ,
Former Secretary, MOP & NG,
E-mail Id : rspandey_99@yahoo.com
- (B) SHRI RAJIV MATHUR, IPS(Retd.)
Former Director, IB, Govt. of India
E-mail Id : rajivmathur23@gmail.com

END OF PART-1

PART-2

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

1.0 BID REJECTION CRITERIA

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

BIDDER'S ELIGIBILITY CRITERIA

- i) The bidder shall have experience during last 7(seven) **years ending 31.05.2015** in rendering similar transport services to Government depts., Oil Sector PSUs viz.ONGC, IOC, GAIL, BPCL, HPCL etc and also reputed private sector organizations like TATA, ITC & Reliance in any of the following category :
 - (a) **Single contract** of min. value of **Rs.205.82 Lakhs** (Rupees Two Hundred and Five Lakhs & Eighty Two paise).
 - or
 - (b) **Two contracts** of min. value of **Rs.128.64 Lakhs** (Rupees One Hundred Twenty Eight Lakhs & Sixty Four paise) **each**.
 - or
 - (c) **Three contracts** of min. value of **Rs.102.91 Lakhs** (Rupees One Hundred and Two Lakhs & Ninety One paise) **each**.

Documentary evidence must be submitted along with the Technical Bid. The documentary evidence must be in the form of Job Completion Certificate/Gross Payment Certificate, etc. with corresponding LOI (Letter of Intent) / LOA (Letter of Award), Contract or Work Order copy. However only LOI (Letter of Intent) / LOA (Letter of Award), Contract or Work Order copy are not acceptable.

Note to Bidder(s): Bidder must be in the business of providing services to Government depts., Oil Sector PSUs viz.ONGC, IOC, GAIL, BPCL, HPCL etc and also reputed private sector organizations like TATA, ITC & Reliance for any length of time during **last 7(seven) years ending the last day of the month previous to Bid Closing Date**, i.e. for any length of time within the period **01.06.2008 to 31.05.2015 (both days inclusive)**. During this period of 7 (seven) years, bidder must have successfully carried out job(s) of value **either Rs.205.82 lakhs under a single contract or Rs.128.64 lakh each under 2 (two) separate contracts or Rs.102.91 lakh each under 3 (three) separate contracts**. Accordingly, the Starting Date and/or the Job Completion Date of respective contract/s need not necessarily be fall within the seven years period of **01.06.2008 to 31.05.2015**; but the value of job/s done must be of requisite amount as specified above and within the period mentioned above.

- (ii) The bidder should have an average annual turnover not less than **Rs. 77.18 lakhs** during last three (3) years ending 31.03.2015. Documentary evidence in the form of (a) a certificate issued by a practicing chartered/ cost accountant certifying the Annual Turnover

and/or (b) audited Balance Sheet and Profit and Loss Account to be submitted along with the bid.

(iii) Service Tax registration in the name of the Bidder and copy of Service Tax Registration Certificate must be submitted in the Technical bid.

B) COMMERCIAL:

- i). Bids are invited under “**Single Stage Two Bid System**”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works of the tender and the priced bid as per the online Commercial bid format. Any offer not complying with the above shall be rejected straightway.
- ii). **Bid security:- (Earnest Money Deposit-EMD)**
Bid security of **Rs. 1,28,650.00** shall be submitted as a part of technical bid and shall be submitted manually (in form of BG or DD) in sealed envelope superscribed with Tender no. and Bid Closing date to Head Calcutta Branch, 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 of **Rs. 1,28,650.00** can also be paid online through our e-procurement portal as per procedure given in user manual in OIL’s e-procurement portal.
The Bid Security shall be valid for 06 months from the date of bid opening.
- iii) Any bid containing false statement will be rejected.
- iv) The Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than price details to be submitted with un-priced bid as per tender requirement placed in the ‘un-priced’ bid folder.
- v) There should not be any indication of price in the technical bid. A bid will be straightway rejected if this is given in the technical bid.
- vi) The bid documents are non-transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.
- vii) **Performance Security:**
Successful bidder would be required to deposit with OIL, Kolkata, 2.5% of the estimated total contract value within 15 days from the date of notification of award of contract (LOA) and should remain valid 6 (six) months 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.
- viii) *The Bank Guarantee should be allowed to be encashed at all branches within India.*
- ix) Validity of the bid shall be minimum 180 days from the Bid Closing Date.
- x) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

- xi) 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.
- xii) Technical Rfx folder is meant for Technical bid only. Therefore, No price should be given in Technical Rfx folder, otherwise the offer will be rejected
- xiii) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.
- xiv) **Integrity Pact :**
OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure V of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. **Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.** Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.
- xv) 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

NOTE: If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

2.0 BID EVALUATION CRITERIA (BEC)

The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

- i) **Financial involvement calculated as per bidder’s offer for a trip from bidder’s garage to OIL’s Guest House at 2E Charu Chandra Avenue, Near Rabindra Sarovar Metro Station, Tollygunge, Kolkata – 700040 to Kolkata Airport and back to bidder’s garage will be considered for inter-se-ranking.**
Bids will be evaluation as per the Bid Evaluation Criteria given below: -

Running Charges:- A Rs.per KM

DISTANCE FROM GARAGE TO GUEST HOUSE TOLLYGUNGE: B KM

SHORTEST DISTANCE FROM TOLLYGUNGE GUEST HOUSE TO AIR PORT : C (28 KM)

DISTANCE FROM AIRPORT TO GARAGE: D KM

Running Charges :- E Rs. Per Hour

The ranking of the bidders will be evaluated as under:

$=A \times (B + C + D) + E + \text{Minimum Charges}$

- ii) Techno-commercial Un-priced bid will be opened on the Bid closing/opening date. To assist in the examination, evaluation and comparison of bids, OIL may at its discretion, ask bidder for clarification of its bid. The request for clarification and the response shall be in writing or email or fax .
- iii) OIL may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a service deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- iv) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in to must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- v) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".

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END OF PART-2

PART-3

SECTION-I

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled 'Hiring of passenger vehicles of different segments along with driver on call basis as and when required for operation within the NCR region and its adjacent states' and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the first passenger vehicle along with driver is hired by the Company as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.

- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

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

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable 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
- As defined under para 12.0 of Section-III of Part-3.
- 7.0 PENALTY:
- As defined under para 6.0 of Section-III of Part-3.
- 8.0 TAXES AND DUTIES
- 8.1 All taxes 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

OIL INDIA LIMITED
Calcutta Branch,
4 India Exchange Place,
ICC Building, 4th Floor,
Kolkata – 700001,
India
Fax No. 033-22302596
oilcalmn@oilindia.in

CONTRACTOR

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

14.0 HEADINGS:

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

END OF SECTION-I

SECTION-II

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL

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

2.0 PROVISION OF PERSONNEL AND FACILITIES

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

3.0 INSURANCE

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

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

4.0 LIABILITY

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

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

5.0 CONSEQUENTIAL DAMAGE

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

6.0 WITH-HOLDING

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

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

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

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

7.0 APPLICABLE LAW

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

- 7.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :
- a) The Motor Vehicle Act, 1988,
 - b) The Motor Transport Worker's Act, 1961,
 - c) The Contract Labour (Regulations & Abolition) Act, 1970, and the rules framed there under.
 - d) The Minimum Wages Act, 1948,
 - e) The Employees Provident Fund & Miscellaneous Act, 1952,
 - f) The Workmen Compensation Act, 1923 &
 - g) Industrial Disputes Act, 1947
 - h) Industrial Employment (Standing Order Act, 1946)
 - i) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
 - j) Payment of Wages Act, 1936
 - k) The Payment of Bonus Act. 1965
 - l) The Employees Pension Scheme, 1995.
 - m) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
 - n) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - o) Service Tax Act
 - p) Any other Act as applicable from time to time.

8.0 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 8.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

9.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission

of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

END OF SECTION-II

SECTION-III

SCOPE OF WORK & TERMS OF REFERENCE

1.0 INTRODUCTION

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

2.0 DESCRIPTION OF SERVICES

OIL requires a competent and experienced service provider to provide services of passenger vehicles along with drivers for operations in Oil India Ltd., Calcutta Branch, Kolkata.

3.0 Special Conditions:

- 3.1 The vintage of the vehicles at the time of award of contract should preferably be not more than 2 (two) years old. However, under no circumstances vehicles with vintage more than 3 (three) years shall be provided during the entire period of contract. The vehicles must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws, etc. of the statutory Govt. authority to run as hired vehicle(s) in West Bengal state as applicable. Contractor shall be fully liable/responsible whatsoever in this regard.
- 3.2 The Contractor must provide vehicle(s) at the designated place and time at one hour notice upon receiving verbal/telephonic/written instructions from Company's authorized representative.
- 3.3 Maintenance of the vehicles shall be provided by the Contractor at his own cost to keep the vehicles in sound mechanical and physical condition. **The driver should be well mannered and obey instructions of the Officer to whom he would be rendering the services.**
- 3.4 Employment of drivers and payment of wages to the drivers of the vehicles provided against the Contract shall be the responsibility of the Contractor.
- 3.5 **The drivers must have uniform and mobile phones. They must possess valid driving license and must be conversant with the various routes**

and locations of Kolkata and its adjacent districts. Drivers on duty should be well versed with Kolkata traffic rules.

- 3.6 In the event of a breakdown to any vehicle on way to the pre-decided destination, the Contractor must arrange replacement of vehicle within a reasonable time not exceeding one hour. Failure on the part of the Contractor to provide replacement vehicle, penalty will be levied as per the provisions of the contract.
- 3.7 The model and brand of the vehicles including the **type of fuel used** must be invariably mentioned in the duty slip as well as in the bills. Bills accompanied by incomplete duty slips will not be entertained.
- 3.8 The Contractor should submit the original RC Books of vehicles to OIL for verification by OIL's Administration Department to determine and satisfy on the vintage, ownership, etc. of vehicles on demand at any time.
- 3.9 The following points need specific attention and compliance:
- The vehicles should carry basic tools like spare tyres, screw-jack, ropes etc.
 - The boot space must be neat and clean and the entire space should be made available for passengers' luggage.
 - Contractor's supervisor will ensure to take the consent of OIL's representative the type of vehicle to be deployed and must adhere to the instruction accordingly. In case, the vehicle deployed is not as directed and is an inferior vehicle, penalty will be levied as applicable.
 - The drivers must take position at assigned places (particularly in the Railway Stations and Airports) and hold the placard to invite attention of the arriving officer.
 - Whenever the Mobile Number of the officer is given, an SMS is to be sent by the supervisor or by the driver giving the vehicle number etc.
 - The driver should be provided with a card having the name of the driver, Mobile number, Car number etc. The same has to be handed over to the officer concerned to whom the duty is being allotted.

3.9.1 The Contractor must have their office at Kolkata.

4.0 Meter Reading/Resumption of Duty:

- (i) Opening and closing of meter (Mileage) shall be on the basis of release from garage to place of release plus distance to garage. However, the duration considered for payment shall be that for which the Car is in actual possession of OIL (i.e. Opening and closing time as recorded in the duty slip).
- (ii) The Duty slip should have the opening Km at Garage and starting time, Km and time at the reporting place, Km and time at the place of release of vehicle and closing km and time at garage. ***Garage to place of reporting and from place of release to garage should be in shortest route and in reasonable time.***
- (iii) Bidders are required to provide detailed address/location of their garage.

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

5.0 PENALTY:

- 5.1 The Contractor should provide the appropriate vehicle of the requisite specification at the specified time and at the designated place with a minimum notice period of one hour from the Company's authorized officer. However, the requirement of vehicles will be normally intimated to the Contractor one day in advance. In the event of Contractor's failure to provide vehicles as above, the Company reserves the right to make alternative arrangements at the risk and cost of the Contractor and any additional expenses whatsoever incurred by the Company for the alternative arrangement, arising out of the default on the part of the Contractor, will be deducted from pending bills and/or Performance Security of the Contractor without any notice. Additionally, such default shall attract a penalty of Rs. 500.00 (Rupees five hundred) per occasion per vehicle.
- 5.2 The vintage of the vehicles at the time of award of contract should preferably be not more than 2 (two) years old. However, under no circumstances vehicles with vintage more than 3 (three) years shall be provided during the entire period of contract. In case the Contractor is unable to deploy vehicles of requisite vintage/specification as per Company's requirement, he can deploy substitute vehicles with vintage not more than three years for which deduction of Rs. 200.00 per occasion per vehicle will be made from their bills. Such substitute vehicles shall be acceptable upto 5 (five) days in a calendar month. If the Contractor provides such substitute vehicles regularly, the Company may terminate the contract.
- 6.3 Contractor shall provide First Aid Box as defined in Motor Vehicle Act 1988 in the vehicles. Failure to provide the First-Aid Box shall attract a penalty of Rs. 100.00 per occasion per vehicle.
- 6.4 Proof of having paid all taxes, insurance etc. shall be available in the vehicle for checking by the Company, the absence of which shall attract a penalty of Rs. 500.00 per occasion per vehicle.
- 6.5 Drivers driving the vehicles should have valid driving license, shall be well dressed in uniform (to be provided by the Contractor at his own cost) and good mannered having full knowledge/idea about road, place & traffic rules etc. Failure of driver to wear uniform will attract a penalty of Rs.100.00 per occasion per vehicle. No driver shall be deployed below the age of 18 Years and more than 55 Years.
- 6.6 In case of any dispute arising out of the services rendered by the Contractor, Company's decision shall be final and binding on the Contractor.

7.0 OBLIGATIONS OF THE CONTRACTOR

- 7.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

- 7.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicles and operations envisaged under this contract including liability under the Statutory Act or any other. Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this contract shall have to be performed by the Contractor only and shall be his/her/their sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her/their own cost all the provisions of the Motor Transport Workers Act 1961 and other statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this contract in the area of operations of the Company.
- 7.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this contract shall also be deemed as a default.
- 7.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognized or unrecognized unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her/their employees individually or through any unions or otherwise and the company shall not mediate in this matter at all.
- 7.5 Any unsettled disputes between the Contractor and his/her/their employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such strike, whether legal or illegal, the vehicle shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this contract would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company.
- 7.6 The Contractor shall ensure that the vehicles deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the company's representative shall be deducted from the Contractor's outstanding bills. The Company's decision in this regard shall be final and binding.
- 7.7 The Contractor must provide the vehicles for duties in time on any particular day as per the instructions of the company's representative. In the event of failure to adhere to the foregoing or in the event of

unauthorized release of the vehicles before completion of the normal duty hours, the vehicles shall be treated as shutdown and will attract penalty for each such failure.

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

8.0 Particulars, specifications and instruction to the Contractor

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

- 8.8 The Vehicles must be maintained in first class job worthy, sound mechanical condition along with availability of all tools, slings etc.
- 8.9(a) Speedometer and kilometer gauges must be maintained at a high standard of accuracy. Any defects noticed by the Company's representative at any point of time must be rectified forthwith by the Contractor at his/her/their own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's representative/user of the vehicle. The Company's decision in this regard shall be final and binding on the Contractor.
- 8.9(b) Monthly payments shall be regulated according to the corrected readings.
- 8.10 All employees of the Contractor who are deployed under this service contract must observe the security and safety rules of the company. Any individual found to be objectionable from security consideration must be replaced forthwith by the Contractor.
- 8.11 The Contractor(s) shall furnish together with related power of attorney the names and specimen signature(s) of the authorized representative(s) who will be overall in-charge of the Contractor's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.
- 9.0 RIGHTS OF COMPANY'S REPRESENTATIVE:
- 9.1 Company's representative may check the vehicles and all the relevant documentation such as Registration, Fitness certificates and licenses. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. If the vehicles are found deficient or defective in any manner, these will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's representative.
- 9.2 The Company's representative shall arrange for allocation of the vehicles' duty to the various areas/locations.
- 9.3 Upon deployment of the vehicle to a specified site the vehicle shall have to be provided by the Contractor to the satisfaction of the Company's representative/user.
- 9.4 The Company's representative shall have power amongst others as follows:
- a) Allocate the jobs to be carried out on a daily basis for the vehicles and regularly monitor the same.
 - b) Instruct the Contractor from time to time for inspection as may be necessary for the proper and adequate services and for keeping such records as are deemed necessary.
 - c) Instruct the Contractor to replace by more suitable driver engaged for operating the vehicles or for general management of the service, when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her/their employees or workmen in any manner whatsoever arising out of their removal or replacement.
 - d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.

- e) Refuse the services of any vehicle found in deteriorated conditions and order the Contractor to rectify the defects.
 - f) Instruct the Contractor to keep the vehicle at a specified place within the Company's premises areas.
 - g) Instruct the Contractor to utilise the services beyond the normal working hours.
 - h) Instruct the Contractor to undertake authorized jobs at specified location(s).
 - i) Undertake periodic inspection of the vehicle as per program as may be decided by him/her/them. Such inspection shall be carried out in the presence of the Contractor or in the presence of his/her/their-authorized representative. Such inspection/test carried out by the Company shall be at the Contractor's cost and risk.
 - j) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely. Instruct the Contractor to remove the vehicle, in respect of which the defects as afore stated which have been detected upon inspection/test periodically by the company, which have remained unrectified.
 - k) Instruct the Contractor to remove the vehicle in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
 - l) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
 - m) Instruct the Contractor to furnish the names of all operators and crew with full particulars at the time of commencement of the service or on any occasion when such driver(s) / crew are required to be replaced for any reason.
- 9.5 The Contractor would at all times obey the instructions of the company's representative and ensure compliance of the above mentioned orders and instructions.
- 10.0 The Contractor shall commence to provide regular and continuous service by placing the vehicle as per this agreement.
- 11.0 TERMINATION:
- 11.1 In the event of the Contractor's failure to place the vehicles in due time or render proper services as per terms of this contract, the Company reserves the right to terminate the contract in full or partly. This service contract shall stand terminated and Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 11.2 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this contract in whole or in part, if the Contractor fails to perform any of his/her/their obligations under this agreement or if the Contractor does not cure/remedy his/her/their failure/defects immediately upon receipt of notice from the Company or during any such time as the Company may advise in writing. Company will not pay any damage or compensation on account of such termination except for payment then due to the Contractor towards successful operations till the date of termination.

- 11.3 In the event of Company terminates the contract in whole or in part pursuant to clause No. 11.2, the Company may hire, upon such terms and in such manner as may deem appropriate similar services and in such cases the Contractor shall be liable for any excess costs incurred by the company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 11.4 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which occurred or will occur thereafter to the Company.
- 11.5 The Company may issue written notice to the Contractor to terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for company's convenience, the extent to which performance of service under this agreement is terminated and the date from which such termination becomes effective, will be at least 07(seven) days after the date of the notice of termination. If the Company exercise this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.

12.0 PAYMENT TO THE CONTRACTOR

- 12.1 The Contractor will have to submit their bills in triplicate at the beginning of each calendar month for the services rendered against the calls of the previous month. The bills must be accompanied by the duty slip duly filled and complete in all respect and certified by the user. Bills accompanied by incomplete duty slips will not be processed and any delay in payment arising out of the same shall be attributable to the Contractor.
- 12.2 Bills submitted by the Contractor will be crosschecked by the Company with the records maintained by the Company. Wherever discrepancies are found the company will have right to make necessary corrections in the bills submitted by the Contractor before certifying the same for processing payment.
- 12.3 The Company will make payment on monthly basis against satisfactory and successful completion of service of each call subject to adjustment/deduction as necessary as per the provisions of the contract, and shall pay within 30 (thirty) days from the date of receipt of undisputed bill in respect of all vehicles deployed during the month.

13.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the vehicles envisaged under the Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The statutory requirements and obligations to be performed

under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her/their sole responsibility.

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

15.0 FORCE MAJEURE:

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

16.0 ARBITRATION:

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

- 16.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration 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**.

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

18.0 **SPECIAL INSTRUCTIONS:**

- (a) The Contractor should instruct the drivers to pay parking fee and toll fee on duty and the same can be claimed for reimbursement along with monthly bill by submitting relevant bills.
- (b) All vehicles should have valid permit of West Bengal state during the period of the contract.
- (c) Contractor should instruct the drivers to drive at safe driving limits on highway.
- (d) The Contractor should provide the desired vehicle during the contract period.

END OF SECTION-III

SECTION-IV

SCHEDULE OF RATES

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

- (a) Running Charge per Km: Bidders are to quote per KM charge in Rs. per KM.
- (b) Running charge per Hour: Bidders are to quote the per Hour charge in Rs. Per Hour.
- (c) Minimum Charge : Bidders are to quote Minimum Charge in Rs. for hiring vehicles for a minimum period of 3 hours and/or minimum running of 30 KM
- (a) Night Halt Charge:
Bidders are to quote night halt charge per night, which will be paid to the contractor if the vehicle is required to stay overnight and the same should include expenses of the driver.

Note: Minimum Charges or Rate Per Hour or Rate Per KM, whichever is higher, will apply for payment.

- 2.0 All the above charges against the tender should include rentals, all applicable taxes and duties (including Service Tax), insurance, wages, transport etc. of the driver/supervisor and their other emoluments, which the Contractor will have to provide at all times essentially for the uninterrupted operation of the services envisaged under this contract. The Contractor shall have to ensure full compliance with Motor Vehicle Act 1988, Motor Transport Workers Act 1961 and Rules framed there under, all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of services which must include minimum wages as per the aforesaid acts, statutory/weekly offs, holidays, overtime, annual leave, uniforms, safety gears etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the contract and the same, if any, will be borne entirely by the Contractor. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this contract due to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor.
- 3.0 Payment will be made for actual running of Kilometers and hour of utilization as per the Schedule of Rates. Calculation shall be made on pro-rata basis up to the nearest half an hour and Kilometers will be rounded-off to the nearest whole number.
- 4.0 **Adjustment of Rates due to Change in Fuel Price:** The Rates shall remain firm throughout the duration of the Contract. However, in the event of any change in Petrol/Diesel price in **Kolkata** during the currency of the contract, per KM rates in the contract shall be adjusted (increased/decreased) by 0.3% (zero point three percent) for every 1% (one percent) of increase or decrease of fuel price at **Kolkata**. The base rates of fuel for this purchase will be the rates prevailing at **Kolkata** on the date of Bid Opening.
- 5.0 Parking charges/toll charges/Interstate entry tax shall be reimbursed by OIL at actual against documentary evidence of such payments.

END OF SECTION-IV

END OF PART-3

PROFORMA-A**PRICE BID FORMAT**

Description of the Services: HIRING OF SERVICES OF LIGHT PASSENGER VEHICLE FOR A PERIOD OF TWO YEARS EXTENDABLE BY ANOTHER ONE YEAR AT THE SAME TERMS AND CONDITIONS ON MUTUAL CONSENT.

(A) <u>NON-AIRCONDITIONED</u>				
Sl. No.	<u>ITEM</u>	<u>Tata Indica / Indigo/Maruti Wagon-R /Swift/Swift Dezire (Non A/C)</u>	<u>Tata Sumo (Non A/C)</u>	<u>Mahindra Bolero (Non A/C)</u>
1.	Running Charge			
	Per hour –(Rs.)			
	Per KM –(Rs.)			
2.	Minimum Charges (Rs.) (30 KM for 3 Hrs.)			
3.	Night Halt Charges (Lump sum in Rs/-) (For overnight staying)			

(B) AIRCONDITIONED-STANDARD			
Sl. No.	ITEMS	Tata Indica/ Tata Indigo/ Swift / Swift Dezire	Tata Sumo/ Mahindra Bolero
1.	Running Charge		
	Per hour –(Rs/-)		
	Per KM –(Rs)		
2.	Minimum Charges (30 km. for 3 hrs.)		
3.	Night Halt Charges (Lump sum in Rs/-) (For overnight staying)		

(C) AIRCONDITIONED-DELUXE			
Sl. No.	ITEMS	Honda City	Toyota Innova /Mahindra Scorpio
1	Running Charge		
	Per hour –(Rs/-)		
	Per KM –(Rs)		
2	Minimum Charges (30 km. for 3 hrs.)		
3	Night halt (Lump sum in Rs/-) (For Overnight staying)		

<u>(D) AIRCONDITIONED-SUPER DELUX</u>			
Sl. No.	ITEM	Audi/BMW/Camry/Mercedes/Toyota Prius	Altis/Fortuner
1	Running Charge		
	Per hour –(Rs/-)		
	Per KM –(Rs)		
2	Minimum Charges (30 km. for 3 hrs.)		
3	Night Halt Charges (Lump sum in Rs/-) (For overnight staying)		

- Note:**
- i) Minimum Charges or Rate Per Hour or Rate Per KM, whichever is higher, will apply.
 - ii) Parking charges, toll charges etc. will be reimbursed at actual based on documentary evidence.
 - iii) Fuel rates considered will be the rate as on the Bid Closing Date.

NB : The above four groups of vehicles are made for Company's convenience. The bidder, however, may segregate as per the category of the vehicles for quoting the rates.

Notes:

- 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 straightway rejected.
- b) All duties and taxes, Corporate Income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder.

PROFORMA-B

BID FORM

**To
Head-Calcutta Branch
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 period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2015.

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.

ANNEXURE-V

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Services against Tender No. CKI7036P16 dated 27.04.2015.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 – Commitments of the Principal

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

inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

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

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

1. If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3

years.

3. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
5. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

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

8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

for the Principal

for the Bidder/Contractor

Place

Witness 1 :

Date

Witness 2 :

APPENDIX-II

FORM OF BID SECURITY (BANK GUARANTEE)

To: Head-Calcutta Branch,
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 oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Kolkata, West Bengal, India (hereinafter called the Company)'s tender No.: _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 20--.

THE CONDITIONS of these obligations are:

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall be irrevocable and shall remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

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

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

** Date of expiry of Bank Guarantee should be minimum **180** days from the date of bid opening.

APPENDIX-III

FORM OF PERFORMANCE BANK GUARANTEE

To: Head-Calcutta Branch,
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 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date Place _____

APPENDIX-IV

CONTRACT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, and Calcutta Branch at 4 India Exchange Place, ICC Building, 4th Floor, Kolkata-700001, West Bengal hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

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

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

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

- (b) Section-II indicating the Special Conditions of the Contract;
 - (c) Section-III indicating the Scope of Work & Terms of Reference;
 - (d) Section-IV indicating the Schedule of Rates;
 - (e) Proforma-A indicating the Contracted Price.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. Description of Work
All work performed by the contractor shall be as and when required basis as set down in Schedule of Service, Unit and Rates described in Proforma A hereof which Proforma A forms and constituted part and parcel of this Agreement, read in conjunction with the scope of work contained in Part-3, Section III and general condition and instruction contained in Part-3, Section II hereof which Part-3, Section III and Part-3, Section II also forms and constitutes a part and parcel of this Service Agreement.
6. Security Deposit
Security money will be Rs..... (@2.5% of the total contract value) as GUARANTEE against satisfactory performance of the contract during the contractual period. The security deposit shall be payable to the Company as compensation for any loss resulting from Contractor's failure to fulfill obligation under the agreement.
This security deposit must be valid for six months beyond the date of expiry of the tenure of the contract. In the event the contract being extended within the provisions of the agreement, the contractor will have to extend suitably the validity of the "security deposit" for the extended period.
The security deposit will be refunded to the contractor within six months of satisfactory completion of works under the contract (Including extension, if any) , but part or whole of which shall be used by the company in realization of liquated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reasons.
7. Applicable Law
The contract shall be deemed to be a contract made under , governed by and construed in accordance with the following laws
- a) The Motor Vehicle Act, 1988,
 - b) The Motor Transport Worker's Act, 1961,
 - c) The Contract Labour (Regulations & Abolition) Act, 1970, and the rules framed there under.
 - d) The Minimum Wages Act, 1948,
 - e) The Employees Provident Fund & Miscellaneous Act, 1952,

- f) The Workmen Compensation Act, 1923 &
- g) Industrial Disputes Act, 1947
- h) Industrial Employment (Standing Order Act, 1946)
- i) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- j) Payment of Wages Act, 1936
- k) The Payment of Bonus Act. 1965
- l) The Employees Pension Scheme, 1995.
- m) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- n) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- o) Service Tax Act
- p) Any other Act as applicable from time to time.

The Transport Supplier shall be solely responsible for compliance with all statutory acts at all time during the tenure of the service Agreement.

8. Liquidated Damages

The vehicle(s) should be made available at short notice (2 hrs notice) at all times. A contact telephone to be manned round the clock should be furnished. Contractor should have help desk counter / kiosk or deployed person round the clock at vital locations like Airport, Railways Station etc. for coordination of various movements. The vehicles should be made available at the designated places at short notice at all times (preferably between 25 min to 01 hrs) upon receiving verbal/telephonic/written instructions from Company's authorized officer(s). In the event of the bidder's failing to provide the vehicles at the designated place/ time for any reason, Company reserves the right to hire the vehicles from local market and shall recover such hire charges from contractor's pending/ forthcoming bills. In the event of breakdown of any vehicle while on Company's duty, a replacement vehicle must be arranged within reasonable time at no extra cost to the company.

9. NOTIFICATION OF AWARD OF CONTRACT:

Company has already notified the award of contract to the Contractor in writing vide letter No.

10. DURATION OF THE CONTRACT

The duration of the contract will be for 2 (Two) years .Company reserves the right to extend the validity of the contract for a further period of 1 (one) year at the same rates, terms and conditions.

11. RATES :

The Schedule of Rates is as per PART-II of this Contract. The Contractor shall be paid as per above Rates Schedule for the actual service rendered to the satisfaction of the Company. The schedule of Rates are inclusive of all capital investment, running / operating cost, fuel, lubricants, pay of drivers, overhead expenditure, any leviable statutory taxes etc. Contractor will be responsible for payment of all taxes to the Government Authority as applicable.

12. CONDITIONS OF CONTRACT

(i) RATE VARIATION:

The price of Diesel / Petrol applicable on the date of submission of Contractor's rates are shown in Part – II. In the event of any revision of price of Diesel / Petrol notified by Central Government the rates as quoted and accepted (by Company) will stand revised. For every 1% (one percent) of increase or decrease of Diesel / Petrol price at Kolkata, the rates as quoted and accepted will increase or decrease by 0.3% (decimal three percent).

(ii) BILLING / PAYMENT:

Opening and closing meter in km. and time shall be on garage to garage basis. Bills will be required to be submitted in duplicate enclosing requisition, (if issued by Company) duty slip (duly signed by the user wherein in full registration number, make of the vehicle, type of fuel used and driver name also are indicated) parking ticket, toll ticket etc. on weekly basis. Payment will be made within 30 days of receipt of bills if the same are found to be in order. However, in the event of any dispute, Company reserves the right to withhold payment wholly or partly till the settlement of dispute. Company reserves the right to reduce rates at which payment shall be made if the quality of the passenger vehicles provided, although acceptable due to work exigencies is not up to the required standard/vintage set forth in the contract.

(iii) TAXES & DUTIES:

Income tax and other applicable taxes will be deducted at source from contractor's bill as per applicable rates. However, Service Tax would be payable as per applicable rate.

(iv) TERMINATION:

In the event of the successful bidders failure to place vehicle(s) in due time or render proper services as per the contract, Company reserves the right to terminate wholly or partially the contract at any time during the contractual period by giving 30(thirty) days written notice.

(v) FORCE MAJEURE:

In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligation under the contract when entered into, it is agreed that on such party given notice and full particulars of such force majeure in writing to by telegram / fax to the other party as soon as possible, after the occurrence of the cause relied on, then the obligation of the party given such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

(vi) ARBITRATION:

All disputes or differences whatsoever arising out of the contract which can not be resolved amicably shall be settled by arbitration in accordance with the Rules of arbitration of the Indian Council of Arbitration and award made in pursuance thereof shall be binding on both the parties. The venue of Arbitration will be Kolkata.

(vii) NOTICES

Any Notice required to be given under the contract including all correspondence shall be addressed to the respective parties at their address given below. Any change in address for communication shall be communicated in writing under registered post at least 15 (fifteen) days prior to change of address. The addresses of the parties here unless changed by written notification shall be as follows.

NOW THIS CONTRACT WITNESSES AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

A. i) In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

ii) The following documents shall be deemed to form and be read and construed as part of this Contract viz :

- a) The Bid submitted by the Contractor.
- b) Terms and Conditions of Enquiry.
- c) The Company's Notifications of Award of contract.
- d) Schedule of Rates
- e) The General Conditions of Contract.

B. In consideration of the payment to be made to the Contractor for rendering the light passenger vehicles services on hire, the Contractor hereby covenants with the Company that the Contractor shall duly provide/render the services of light passenger vehicles on hire at desired place and time and shall do and perform all other acts and things mentioned or described in the Contract or which are to be implied there from or may be reasonably necessary for rendering the said services and at the time and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

C. In consideration of the due provision, execution and completion of the said services, the Company does hereby agree with the Contractor that the Company will pay to the Contractor the respective amounts for the services actually rendered by them and approved by the Company at the Schedule of Rates and such other sum payable to the Contractor under provision of Contract, such payment to be made at such time in such manner as provided for in this Contract.

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

Signed, Sealed and Delivered,

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

for and on behalf of
Company (Oil India Limited)

Name:
Status:

Name:
Status:

In presence of
1.
2.

In presence of
1.
2.

APPENDIX-V

PROFORMA LETTER OF AUTHORITY

To,

Head-Calcutta Branch,
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 : _____

Head-Calcutta Branch,
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.

