



**ऑयल इंडिया लिमिटेड**

(भारत सरकार का उपक्रम) पंजीकृत कार्यालय : दुलियाजान, असम

**Oil India Limited**

(A Government of India Enterprise) Registered Office : Duliagan, Assam

प्लॉट नं० 19, सेक्टर 16-ए, नोएडा-201301, उत्तर प्रदेश  
Plot No. 19, Sector 16-A, Noida-201301, Uttar Pradesh  
दूरभाष / Telephone : 0120 - 2488333 - 347 फैक्स / Fax : 0120 - 2488310

## **SECTION-I**

### **COVERING NOTE**

#### **INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM FOR HIRING SERVICES OF PASSENGER VEHICLES (TAXI REGISTRATION ONLY) ALONG WITH DRIVER FOR OPERATION WITHIN THE NCR AND ITS ADJACENT STATES.**

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Two Bid System through its online portal, from experienced and competent transport service providers, for hiring Services of Passenger Vehicles (Taxi Registration only) along with driver for operation within the NCR region and its adjacent states.

1.0 The bid document for the above service comprises of the following Sections:

- SECTION 6 I: COVERING NOTE
- SECTION 6 II: INSTRUCTIONS TO BIDDERS
- SECTION 6 III: GENERAL TERMS AND CONDITIONS
- SECTION 6 IV: SPECIAL CONDITIONS OF CONTRACT
- SECTION 6 V: SCOPE OF WORK / TERMS OF REFERENCE
- SECTION 6 VI: BID FORM AND PRICE SCHEDULE
- SECTION 6 VII: FORM OF BID SECURITY (BANK GUARANTEE)
- SECTION 6 VIII: FORM OF PERFORMANCE BANK GUARANTEE
- SECTION 6 IX: SAMPLE FORM OF AGREEMENT
- SECTION 6 X: BID REJECTION / EVALUATION CRITERIA (BRC/BEC)
- PROFORMA - I: STATEMENT OF COMPLIANCE
- PROFORMA 6 II (A), II (B) & II (C): SCHEDULE OF RATES
- PROFORMA 6 III: INTEGRITY PACT
- PROFORMA-IV: CERTIFICATE OF ANNUAL TURNOVER/NET WORTH
- APPENDIX - I: DUTY SLIP
- APPENDIX 6 II: GENERAL GUIDELINES TO BIDDERS FOR  
PARTICIPATING IN OIL'S PROCUREMENT TENDERS
- APPENDIX 6 III: GUIDELINES FOR MSME.

2.0 You are requested to submit your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

- i) Tender No. : **CLI 1977P17 Dated 02.08.2016.**
- ii) Type of Bid : **Single Stage - Two Bid System**
- iii) Tender Fee (Non-refundable) : Rs. 1,000.00
- iv) Address to send application for User-ID & Password : Office of General Manager  
(Contracts & Purchase)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16A  
NOIDA 201 301, UTTAR PRADESH
- v) Bid Closing Date & Time : **As Mentioned in the On-line Tender**
- vi) Bid Opening Date & Time : **As Mentioned in the On-line Tender**  
Office of General Manager (C&P)
- viii) Bid Opening Place : OIL INDIA LIMITED  
Plot No. 19, Sector-16A, NOIDA 201 301
- ix) Bid Security Amount : Rs. 15,89,000.00.
- ix) Amount of Performance Guarantee : 10% of one year Contract Value.
- x) Duration of the Contract : The initial duration of the contract will be for a period of 2 (two) years extendable by another 1 (one) year at the same rate, terms and conditions.

2.1 Application showing full address and e-mail ID with Tender Fee (Non-refundable) of **Rs. 1000.00** through Demand Draft/ Banker's Cheque/ on- line transaction only in favour of M/s. Oil India Limited and payable at Noida/Delhi is to be sent to the office of **General Manager(C&P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA 201301 (e-mail ID: corp c&p@oilindia.in) only from 05.08.2016 to 26.08.2016.** The application along with tender fee and e-mail ID must reach the above office latest by **26.08.2016 (5.15 P.M.).** The envelope containing the application for participation should clearly indicate Request for participation in e-Tender for easy identification and timely issue of authorization. On receipt of requisite tender fee, unique USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Bid document can be viewed using eGuest 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](http://www.oil-india.com).

Vendors already having User ID/Password for e-tender portal of OIL can pay tender fee through the Payment Gateway by using credit card/debit card or net banking. A new vendor may obtain User ID and Password through online vendor registration system and pay online subsequently.

2.2 Govt. of India under Micro, Small and Medium Enterprises development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1<sup>st</sup>. April 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and small Enterprises. Details guidelines are provided in APPENDIX-III enclosed to the tender document. Bidders are requested to go through the enclosed APPENDIX-III for details.

2.3 Exemption of Tender Fee:

Micro and Small Enterprises (MSEs) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME will be exempted from payment of tender fee irrespective of monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the item/services they intend to quote against OIL tenders. The Central Govt. departments and Central Public Sector Undertakings will also be exempted from payment of tender fee. Parties registered with DGS&D, having valid certificate will be exempted from payment of tender fee.

Bidders claiming exemption from payment of tender fee should submit their request with all credentials at the above office of Oil India Limited on or before **26.08.2016** to get access for participation in the tender

3.0 **Description of Service:**

Hiring of passenger vehicles of different segments viz. General Segment (Ritz, Hyundai i10, Datsun, Indica, Santro or equivalent of AC), Medium Segment (Amaze, Etios, Tata Zest, Mahindra Logan, Baleno, Hyundai Accent, Tata Indigo, Ford Ikon, Maruti Swift Dezire or equivalent), Upper Segment (Ciaz, Vento, Honda City, Ford Fiesta, Maruti Suzuki SX4, or equivalent), Premium Segment (Honda Civic, Chevrolet Cruze, Toyota Camry, Toyota Corolla / Altis or equivalent) and Utility Segment (Toyota Innova, Tata Safari, Mahindra Scorpio, Mahindra XUV, Honda CRV, Mahindra Xylo or equivalent), along with driver on call basis as and when required for operation within the NCR region and its adjacent states. Few vehicles will be hired on monthly basis also for which monthly rates will be applicable. The duration of the contract shall be two years with provision of further extension upto one year at the option of OIL.

4.0 Bidders interested to participate in the e-Tender are required to submit an application and payment of non-refundable tender fee (PSU and SSI Units are exempted) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at Noida/New Delhi. The application and Tender Fee to be submitted to

**General Manager(C&P)  
Oil India Limited  
Plot No. 19, Sector-16A  
NOIDA – 30 201**

5.0 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders

are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response** link only. Please note that no price details should be uploaded in **Technical RFX Response** link. Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under “**Notes and Attachments**”. A screen shot in this regard is given below. However, we request bidders to go through OIL& e ó Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL& e ó tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.

**Display RFX Response:**

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

RFX Response Number 60006452 RFX Number TEST2 Status Submitted  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version 1

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

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

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

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

Go to this Tab Notes and Attachments for Uploading Priced Bid files.

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

**Edit RFX Response:**

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

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

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

**Notes**

Add | Clear

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

**Attachments**

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

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

Bid on EDIT Mode

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

**Notes :**

- \* The eTechno-Commercial Unpriced Bid shall contain all techno-commercial details **except the prices.**
- \*\* The ePrice bid must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 5.1 The bid and all uploaded documents must be Digitally signed using eClass 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 5.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of eClass -3 with Organizations name, the bid will be rejected.
- 5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.0 Interested bidders may contact the following person to for any technical clarifications against the tender.

**Mr. Pankaj Mallik**  
**Manager (Admin.)**  
**OIL House, Plot No. 19**  
**Sector 16A, NOIDA 201301**  
**Mobile No. +91 – 9971702637.**

- 7.0 We now look forward to your valuable offer through OIL's eportal against the tender.
- 8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(Ms. A. Doley)  
Chief Manager Materials.  
For General Manager (C & P)  
For Chairman & Managing Director

**(END OF SECTION – I)**

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS**

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

#### **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 Covering Letter highlighting the following points:
  - (i) Oil India Limited 's Tender No.
  - (ii) Type of Bidding
  - (iii) Cost of Bid Document
  - (iv) Address to send application for User-ID & Password
  - (v) Bid closing date and time.
  - (vi) Bid opening date, time and place.
  - (vii) Bid submission and opening place.
  - (viii) The amount of Bid Security.
  - (ix) The amount of performance guarantee.
  - (x) Duration of Contract.
- (b) COVERING NOTE (Section - I)
- (c) INSTRUCTIONS TO BIDDERS (Section - II)
- (d) GENERAL TERMS AND CONDITIONS (Section - III)
- (e) SPECIAL CONDITIONS OF CONTRACT (Section - IV)
- (f) SCOPE OF WORK / TERMS OF REFERENCE (Section - V)
- (g) BID FORM AND PRICE SCHEDULE (Section - VI)
- (h) FORM OF BID SECURITY (BANK GUARANTEE) (Section - VII)
- (i) FORM OF PERFORMANCE BANK GUARANTEE (Section - VIII)
- (j) SAMPLE FORM OF AGREEMENT (Section - IX)
- (k) BID REJECTION / EVALUATION CRITERIA (BRC/BEC) (Section - X)
- (l) PROFORMA - I: STATEMENT OF COMPLIANCE
- (m) PROFORMA 6 II (A), II (B) & II(C): SCHEDULE OF RATES
- (n) PROFORMA 6 III : INTEGRITY PACT
- (o) PROFORMA-IV: CERTIFICATE OF ANNUAL TURNOVER & NET WORTH
- (p) APPENDIX - I : DUTY SLIP
- (q) APPENDIX 6 II: GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S PROCUREMENT TENDERS.
- (r) APPENDIX - III : GUIDELINES FOR MSME.

- 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 AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested

by a prospective Bidder, modify the Bid Document through an Addendum/Corrigendum.

- 3.2 The Amendments to the NIT after its issue will be published on OIL&S website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated .

## **B. PREPARATION OF BIDS**

### **4.0 LANGUAGE OF BIDS:**

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

### **5.0 DOCUMENTS COMPRISING THE BID:**

- 5.1 The bid submitted by the Bidder must be under Single Stage Two Bid System and shall comprise of the following components:

## **I. TECHNICAL BID**

- (i) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-X.
- (ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid documents. *[Original hard copy of Bid Security should reach the Office of General Manager (Contracts & Purchase), NOIDA before Bid closing date and time].*
- (iii) Statement of compliance as per **Proforma–I** of Section 6 X.
- (iv) Integrity Pact as given in Proforma-III, duly signed by the same signatory who signs the bid.

## **II. COMMERCIAL (PRICED) BID**

Bid Form & Schedule of rates as per Section 6 VI and **Proforma–II(A), II(B) & II(C)**.

### **6.0 BID FORM:**

- 6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section - VI.

### **7.0 BID PRICE:**

- 7.1 Prices should be quoted through OIL&S e-Portal. Schedule of Rates (**Proforma–II (A), II(B) & II(C)**) should be filled in and should be uploaded as attachment to the Bid.

- 7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 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. 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.
- 8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:
- 8.1 These are listed in Bid Rejection Criteria vide Section 6 X.
- 9.0 BID SECURITY:  
Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Covering Note".
- 9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 9.7 below.
- 9.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the Bid document and shall be in any one of the following forms :
- a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.
- Bank Guarantee issued by banks in India should be on non-judicial stamp paper/Frinking receipt of requisite value as per Indian Stamp Act, purchased in the name of the Banker or the bidder.
- Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid document.
- Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.
- Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.
- b) A Cashier's Cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on Oil India Limited and payable at Noida.
- c) Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.
- (Note: In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document).



- 9.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 9.1 & 9.2, shall be rejected outright by the Company as non-responsive without any further reference.
- 9.4 Bid Security of unsuccessful bidders( Technically not qualified bidders) will be discharged and/or returned after opening of price bids of technically qualified bidders. For others, Bid security will be discharged after finalization of the tender.
- 9.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.
- 9.6 The Bid Security shall be forfeited:
- (a) If a Bidder withdraws their Bid during the period of bid validity (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
  - (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
    - i) Fails or refuses to accept LOA/contracts and /or
    - ii) Fails or refuses to furnish Performance Security.
  - (c) If a bidder furnishes fraudulent document/ information in their bid and subsequent clarification against the tender/contracts.
- 9.7 The scan copy of the original Bid Security in the form of either bank guarantee or Cashier's cheque or Demand Draft shall be uploaded by the bidder along with the Technical Bid in the "Technical RFx Response" of OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager(Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 11:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.
- 9.8 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.
- 9.9 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.
- 9.10 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 9.11 If it is found that a Bidder has furnished fraudulent document/ informations, the Bid Security/ Performance Security shall be forfeited and the party will be debarred for a period of 3(Three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

9.12 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.

9.13 In case a bidder does not accept the LOA/Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred for a period of 2(Two) years.

9.14 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone

**9.15 EXEMPTION OF BID SECURITY :**

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security. Bidders registered with MSE units which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item/services for which tender has been invited and provided they submit offer for their own product/services. However, the valid registration certificate issued by the authorities as above and indicating the category of services and the monetary limit for which they are registered must be submitted by the bidder along with their bids (Technical) without which the bidders will not be entitled for the exemption.

**10.0 PERIOD OF VALIDITY OF BIDS:**

10.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.

10.2 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 9.0 above.

**11.0 FORMAT AND SIGNING OF BID:**

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

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

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

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

- 11.3 The bid should contain no interlineation, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

**C. SUBMISSION OF BIDS:**

**12.0 SEALING AND MARKING OF BIDS:**

- 12.1 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OILØ e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. A screen shot in this regard is given below. However, we request bidders to go through OILØ e ó Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OILØ e ó tenders. A screen shot in this regard is given in Para 5.0 of Section - I. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.
- 12.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I** of Section ó X. This should be a part of the Technical-bid.
- 12.3 Timely delivery of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before closing of the tender Date and Time.
- 12.4 Bids other than submitted through OILØ e ó tender portal shall not be accepted.
- 13.0 **DEADLINE FOR SUBMISSION OF BIDS :**
- 13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the System.** The system time displayed on e-procurement web page shall decide the submission dead line.
- 14.0 **MODIFICATION AND WITHDRAWAL OF BIDS :**
- 14.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing. After submission but before bid closing date and time, for any modification, bids may be returned to the bidder for resubmission against written request of the bidder. The bidder should mention the Bid Number and User ID well in advance before closing time for withdrawal or resubmission of bid. It is the responsibility of the bidder to resubmit their bids after getting return back their offers within the bid closing date and time.
- 14.2 No bid can be modified subsequent to the deadline for submission of bids.
- 15.0 No bid may 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.

16.0 BID OPENING AND EVALUATION

- 16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 16.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.2.
- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 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.
- 16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF PRICE-BIDS

- 17.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified bidders will be intimated about the price bid opening date and time in advance and they will be allowed to present at the time of price bid opening. It is bidder's choice if they want to be present or not at the time of price bid opening.
- 17.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

17.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

18.0 EVALUATION AND COMPARISON OF BIDS :

18.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-X) of the tender document.

19.0 CONTACTING THE COMPANY :

19.1 Except as otherwise provided in para 14.0 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 para 16.5.

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

**D. AWARD OF CONTRACT**

20.0 AWARD CRITERIA:

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

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

21.1 Company reserves the right to accept any bid and to reject any or all bids.

22.0 NOTIFICATION OF AWARD:

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

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

23.0 SIGNING OF CONTRACT:

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

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

**24.0 PERFORMANCE SECURITY :**

- 24.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Covering Note in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or in any other form acceptable to the Company (Demand Draft) from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 24.1 The performance security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.
- 24.4 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 24.5 The Performance Security will not accrue any interest during its period of validity or extended validity .OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- 24.6 The Bank Guarantee issued by a bank amongst other shall contain the complete address of the bank including phone no., fax number, e-mail address and branch code.
- 24.7 If it is found that a Bidder has furnished fraudulent document/ information, the Performance Security shall be forfeited and the party will be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act. In case of major & serious fraud, period of debarment may be enhanced.

**25.0 RETENTION MONEY:**

Not applicable against this tender

**26.0 PAYMENT TERMS:**

- 26.1 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 (as enclosed vide Appendix-I) 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.

- 26.2 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.
- 26.3 The Company will make payment for each completed calendar month against satisfactory and successful services rendered against the contract 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 previous month.

**27.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) :**

Govt. of India under Micro, Small and Medium Enterprises development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1<sup>st</sup> April 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Details are provided vide APPENDIX-III enclosed with the tender document.

**( END OF SECTION – II )**

## **SECTION –III**

### **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 activities 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 or as mentioned in Notice Awarding Contract/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 initial period of the Contract will 2 (two) years with effect from the date as specified in the Notice of Award/ Contract. After initial period of 2 (two) years this Contract shall stand terminated without requiring any notice from either party to the other. However, the company may extend the Contract for a further period of upto 1 (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.

2.2 Subsequent extension of the Contract, if any required 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 26.0 of Section 6 II.

7.0 **PENALTY :**

As defined under para 6.0 of Section 6 V.

8.0 **TAXES AND DUTIES**

8.1 All taxes whether Corporate or Personnel or any other tax including Service Tax 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 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:
- 9.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 9.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 9.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 9.4 Subsequent to the Bid Closing Date of the Tender, 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]:*
- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by

Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

**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  
PLOT NO. 19, SECTOR-16A,  
NOIDA 6 201 301  
UTTAR PRADESH  
Fax No. 0120-2488327  
E-MAIL: corp\_c&p@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.

**15.0 LIABILITY**

15.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 subcontractors, 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 subcontractors. 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.

- 15.2 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 subcontractors 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.
- 15.3 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 subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.4 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 subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 15.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 subcontractors, 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 subcontractors. 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.
- 15.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors 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 subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 15.7 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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.8 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 subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when

such injury, illness or death arises out of or in connection with the performance of the contract.

## **16.0 CONSEQUENTIAL DAMAGE**

- 16.1 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.

## **17.0 WITH-HOLDING**

- 17.1 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-V.
- (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 .

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

- 17.2 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.

**18.0 APPLICABLE LAW**

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

- 18.1 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 Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act., 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to Uttar Pradesh/Delhi Taxes.
- j) Service Tax Act.
- k) Customs and Excise Acts and rules framed thereunder
- l) Motor Transport Workers Act 1961
- m) Motor Vehicle Act 1988

- 18.2 For any violation of law, rules, statutory obligations/regulations etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

**19.0 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, Bundhs, 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.

**20.0 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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

**21.0 ARBITRATION:**

- 21.1 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.
- 21.2 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, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/Noida.

**22.0 FURNISHING OF FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder has furnished fraudulent document/ informations, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period pf 3(Three) years from the date of detection of such fraudulent act, besides the legal action. Incase of major and serious fraud, period of debarment may be enhanced.

**(END OF SECTION - III)**



## **SECTION –IV**

### **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 MISCELLANEOUS PROVISIONS**

- 4.1 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.
- 4.2 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.

#### **5.0 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 – IV)**

## **SECTION – V**

### **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**

2.1 OIL requires passenger vehicles on hire basis of different segments viz. General Segment (Ritz, Hyundai i10, Datsun, Indica, santro or equivalent 6 AC), Medium Segment (Amaze, Etios, Tata Zest, Mahindra Logan, Baleno, Hyundai Accent, Tata Indigo, Ford Ikon, Maruti Swift Dezire or equivalent), Upper Segment (Ciaz, Vento, Honda City, Ford Fiesta, Maruti Suzuki SX4, or equivalent), Premium Segment (Honda Civic, Chevrolet Cruze, Toyota Camry, Toyota Corrola / Altis or equivalent) and Utility Segement (Toyota Innova, Tata Safari, Mahindra Scorpio, Mahindra XUV, Honda CRV, Mahindra Xylo or equivalent), along with driver on call basis as and when required for operation within the NCR region and its adjacent states. Few vehicles will be hired on monthly basis also for which monthly rates will be applicable.

2.2 The services with different types of vehicles as mentioned above will be required mostly at OIL's office i.e. Plot No.19, Sector 16-A, NOIDA, UP and other places located at New Delhi and NOIDA/Greater NOIDA, having its residential premises/guest houses as under.

- (i) Local duties in and around New Delhi, NOIDA/Greater NOIDA/Ghaziabad etc
- (ii) Pick-up and dropping from/at airports/railway stations and other point to point,
- (iii) Occasionally for outstation trips from Delhi/NOIDA to Dehradun/Agra/Jaipur/Jodhpur etc. and back.

#### **3.0 Special Conditions:**

3.1 The vehicles provided shall be **brand new or not older than 3 (three) years at any point of time during the contract** and must be in sound mechanical as well as physical condition. The vehicles must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws, etc. of the statutory Govt. authority to run as hired vehicle(s) in Delhi, UP, Haryana or other 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 wear uniform and have mobile phones. They must possess valid driving license and must be conversant with the various routes and locations of Delhi/Noida etc.**
- 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 enclosed vide Appendix-I) 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 supplied to OIL for verification by OIL's Administration Department to determine and satisfy on the vintage, ownership, etc. of vehicles before processing the bill for payment and on demand at any time.
- 3.9 The following points need specific attention and compliance
- The vehicles should carry basic tools like spare tyre, 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, and Car number. etc. The same will be handed over to the officer concerned to whom the duty is being allotted.

#### **4.0 Meter Reading/Period of Duty:**

- (i) Opening and closing of meter (Mileage) shall be on **Garage to Garage basis [for items under Proforma – II (A)]**. 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) **Bidders are required to provide detailed address/location of their garage.**
- (iii) **Supervisor:** The contractor will nominate a supervisor specifically to attend/co-ordinate OIL's duties.

(iv) NOIDA, Greater NOIDA, Ghaziabad, Faridabad, Gurgaon and adjacent area of New Delhi, will not be considered as outstation trip.

## **6.0 PENALTY:**

- 6.1 The Contractor should provide the appropriate vehicle of the requisite specification of specified Segment (Category) at the specified time and at the designated place within NCR (Delhi/Noida/Greater Noida) 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/late reporting shall attract a penalty of Rs. 1000.00 (Rupees one Thousand) per occasion per vehicle for 02 instances in a calendar month. Any such default/late reporting beyond 2 instances per calendar month, shall attract penalty of Rs.2000.00(Two Thousand) per occasion per vehicle.
- 6.2 The vehicles provided shall be brand new or not older than 3 (three) at any point of time during the contract and must be in sound mechanical as well as physical condition. 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 5 (five) years for which deduction of Rs. 500.00 per occasion per vehicle will be made from their bills. However, under no circumstances vehicles with vintage more than 5 (five) years shall be provided. 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.
- 6.5 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 & rules etc. No driver shall be deployed below the age of 21 Years and more than 58 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.
- 6.7 In the event of any mechanical failure or break down, the Contractor must arrange a replacement vehicle(s) within reasonable time not exceeding one hour. If the Contractor fails to provide alternate vehicle(s), 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. 1000.00 (Rupees one thousand) per occasion per vehicle.

**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 recognised or un-recognised 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 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.

- 7.8 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.
- 7.9 The Contractor will indemnify the company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 7.10 The contractor shall operate the service envisaged under this contract in an efficient (workmen like) manner as per the instructions of the Company's authorized personnel. 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 all periodic statutory requirement tests must be complied with by the Contractor. Documentary evidence for the same must produced to the Company's representative as and when asked for.
- 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 Speedometer and kilometreage 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.

8.10 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 licences. 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 vehiclesø 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 utilize the services beyond the normal working hours.
- g) Instruct the Contractor to undertake authorized jobs at specified location(s).
- h) Undertake periodic inspection of the vehicle as per programme 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.



- i) 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.
  - j) 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.
  - k) 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.
  - l) 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.
- 10.1 In case of accidents and consequent non-availability of vehicle, payment will be made on pro-rata basis for actual utilization of the vehicle in hours or kilometers, whichever is higher, and the same will not attract penalty if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor shall be required as mandatory in addition to other proof to be submitted and accepted by the Company Representative. (However, the Contractor has to arrange a replacement vehicle(s) within reasonable time not exceeding one hour.) This will not be applicable in case of;
  - (i) Accidents caused by rough/rash driving/operation or because of negligence of operator engaged.
  - ii) Where a FIR is lodged by a third party and services of the Vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the Vehicles will be treated as shut down and will attract penalty.
- 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 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.

**(END OF SECTION – V)**

## SECTION – VI

### **BID FORM AND PRICE SCHEDULE**

#### **(A) BID FORM**

Date :  
Tender No. :

OIL INDIA LIMITED  
PLOT NO. 19, SECTOR-16A  
NOIDA 6 201 301  
UTTAR PRADESH

Gentlemen,

Having examined the General and Special Conditions of the tender 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 the sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence the work within 7 (seven) days calculated from the date of receipt of Letter of Intent from the Company or as required by the Company after 7 days.

If our bid is accepted, we will obtain the guarantee of a Bank for a sum not exceeding 10% of one year contract value, calculated as per Proforma 6 II(A), II(B) & II (C) for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

(SIGNATURE)

(In the capacity of )

Bidder's Name : \_\_\_\_\_  
Bidder's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **B) SCHEDULE OF RATES:**

Bidders must indicate charges and rates in the prescribed Price Schedule Format i.e. in **Proforma-II(A), II(B) & II (C)** for all categories of vehicles in the following manner:

### **1. Charges for Duty upto minimum 10 hours and 100 KM:**

Bidders are to quote rate per KM for hiring vehicles for a minimum period of 10 hours and minimum running of 100 KM per occasion. The Contractor will be paid hiring charges for minimum of 100 KM for 10 hrs service. For operation of the vehicle beyond 100 KM, extra charges will be paid to the contractor at the same rate and for operation beyond 10 Hrs, extra charges will be paid at the rate against item No. 1.1

#### **1.1 Extra charges/Hr. beyond specified limit against item No. 1:**

Bidders are to quote for extra charges per Hour, which will be payable to the contractor if the total duration of duty exceeds 10 Hrs. against item No.1.

### **2. Charges for hiring for Outstation trips upto a minimum of 250 KM:**

Bidders are to quote rate per KM of running for hiring vehicles for outstation trips for which minimum charges upto 250 KM will be paid to the contractor for each occasion. For operation of the vehicles beyond 250 KM, extra charges will be paid to the contractor at the same rate. Additionally, night halt charges, if any, will be paid to the contractor at the rate against item No. 2.1.

#### **2.1 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 outside the NCR during an outstation trip.

### **3. Charges for Pickup and Drop from point to point:**

- a) Bidders are also to quote lumpsum fixed charges for pick up and drop between two predetermined places within the NCR as detailed under, in the Matrix of Rates in Proforma-II(B).

**To and From – IGIA (Domestic Terminal)/IGIA (International Terminal)/ Old Delhi Railway Station/ New Delhi Railway Station /Nizamuddin Railway Station/ Anand Vihar Railway Station & Office/Guest Houses/Hotels/Residential Complex at,**

- i) Sector 16A, Noida
- ii) CWG G-House, Akshardham, Delhi.
- iii) Sector 15A, Noida
- iv) East of Kailash, New Delhi
- v) Nehru Place
- vi) GK-I/GK-II, New Delhi

- vii) R.K. Puram, New Delhi
- viii) ASIAD Village, New Delhi.
- ix) Greater Noida.
- x) Vasundhara, U.P.

b) Bidders are to quote lumpsum fixed charges for pick up and drop between any two places as advised by the Company within the NCR as under in Proforma-II(B).

- i) Lumpsum rate between any two places upto 35 KM
- ii) Lumpsum rate between any two places upto 70 KM

3.1 No charges will be paid to the contractor for running of vehicle(s) from garage to the point of pick-up and from point of dropping to garage or for waiting in the airport/railway station due to late arrival of flight/train. However, in case the pick up /dropping points are not mentioned [rates under 3b) above], payment for the distance from garage to pick up point and dropping point to garage shall be made on actual distance basis at the rates given in Proforma-II(A), Table A.

#### **4.0 Charges for Cars on Monthly Basis:**

Bidders are required to quote for Cars on Monthly Basis as per the “ **Price Schedule for Cars on Monthly Basis [Proforma – II (C)]**”.

No charges will be paid to the contractor for running of vehicle(s) from garage to the point of Reporting and from Reporting point to garage for Cars on monthly basis.

#### **Note:**

1. All the above charges against the tender should include rentals, all applicable taxes and duties (**including Service Tax; Service Tax under Reverse Charge Mechanism, if applicable should also be included in the rates**), 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 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. The rates quoted by the bidder must be inclusive of all and no payment other than as per the quoted rates will be made. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor.
2. 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 Kilometrs will be rounded-off to the nearest whole number.
3. **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/CNG price in Delhi 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 Delhi. The base rates of fuel for this purchase will be the rates prevailing at Delhi on the date of the tender, which are as under:

Petrol	: Rs. 61.09 per Litre
Diesel (HSD)	: Rs. 52.27 per Litre
CNG	: Rs. 36.85 per KG

**(END OF SECTION – VI)**

## **SECTION – VII**

### **FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder)\_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (\_\_\_\_\_) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

THE CONDITIONS of this obligation are:

1) If a Bidder withdraws their Bid during the period of bid validity (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or

2) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:

- ii) Fails or refuses to accept LOA/contracts and /or
- ii) Fails or refuses to furnish Performance Security.

3) If a bidder furnishes fraudulent document/ information in their bid and subsequent clarification against the tender/contracts.

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 90 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

-----  
\* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with  
designation seal and seal of the bank.

**(END OF SECTION-VII)**

## **SECTION – VIII**

### **FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To : (Name of Company \_\_\_\_\_)  
(Address of Company \_\_\_\_\_)

WHEREAS (Name and address of Contractor) \_\_\_\_\_  
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (Name of Contract and Brief description of the work) \_\_\_\_\_ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \* \_\_\_\_\_ (in words) \_\_\_\_\_ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee is valid until the date (í í .) 90 days after Contract completion.

#### **SIGNATURE & SEAL OF THE GUARANTOR**

Name of Bank

Address

Date

---

\* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

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

**(END OF SECTION-VIII)**



## **SECTION – IX**

### **SAMPLE FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_ 2016, between (Name of Company) \_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called "the Company", of the one part and (Name of Contractor) \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) \_\_\_\_\_ and has, by Letter of acceptance dated (Date of Letter of Acceptance) \_\_\_\_\_, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - a) This form of Agreement,
  - b) The Letter of Acceptance,
  - c) The said Bid and Appendix,
  - d) The Technical Specifications and
  - e) The Priced Bid and Quantities,
  - g) The Schedules of Supplementary Information,
  - h) The Special Conditions of Contract and
  - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name \_\_\_\_\_

On behalf of the Contractor  
in the presence of:

**(END OF SECTION - IX)**

## **SECTION – X**

### **BID REJECTION / 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.

- 1.1 The bidder offering their services must have their own fleet of vehicles of minimum 12 (Twelve) Nos. registered as Taxi in the firm/owner's name, the vintage of which should not be more than 3 years. (i.e. make not earlier than January, 2014). **The bidders must submit along with their Technical-Bid, copies of Registration Certificate of the vehicles as documentary evidence.** Bids without such documentary evidence will summarily be rejected.

- 1.2 **TECHNICAL CRITERIA:** The bidder should have experience of successfully executing at least one SIMILAR work of minimum Rs.2.17 crores during last 7 (seven) years, reckoned from the original Bid Closing date.

**Note:**

- i) "SIMILAR Work" mentioned above means transport services provided with passenger vehicles to Government Departments, PSUs or any other reputed private sector organizations.
- ii) For proof of requisite experience bidder must submit the following documents/ photocopies along with the Technical bid:
  - a) Copy of contract executed.
  - b) Certificate from the client towards satisfactory execution of the contract showing Contract Number, Description of Work and value of services provided against the contract.

#### **1.3 FINANCIAL EVALUATION CRITERIA:**

- (a) Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least Rs.2.17 crores.
- (b) **Net worth** of bidder must be positive for preceding financial/ accounting year.
- (C) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year 2015-16 has actually not been audited so far.

**Note:** For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the Technical bid:

- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net Worth as per format prescribed in PROFORMA-IV.

OR

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

1.4 Bidders must quote for all items in accordance with the price schedule outlined in SCHEDULE OF RATES in Proforma-II(A), II(B) & II(C) of tender, otherwise the Bid will be rejected.

1.5 Bidders shall furnish the "Bid Security" for the amount as specified in the "Covering Note". "Bid Security" must be submitted in the manner mentioned in Para 9.0 of Section 6 II (Instructions to Bidders). Any Bid not accompanied by Bid Security will be rejected.

1.6 Any Bid containing a false statement shall be rejected.

1.7 Offers received in any form other than through OIL's e portal will not be accepted. Bidders have to submit their offer in **Single Stage Two Bid System** as described in this tender document, otherwise the offer will be rejected.

1.8 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.

1.9 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.

- Performance Security Deposit Clause
- Penalty Clause
- Taxes and Duties Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Liability Clause

1.10 No deviation or exception will be accepted in the clauses covered under BRC/BEC.

1.11 **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-III 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. Bidder must agree to sign Integrity Pact and upload the digitally signed Integrity Pact PROFORMA along with their Technical bid. In case they refuses to sign Integrity Pact PROFORMA, their bid shall be rejected. 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:** 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)

- 2.1 Bids will be technically evaluated on the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.
- 2.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming to the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria.
- 2.3 The Priced-Bids will be evaluated using the rates quoted in the PRICE BID FORMAT (Proforma-II) on the following basis;

- (a) The quantities given in the Price Bid Format [Proforma-II(A), II(B) & II(C)] against each category of vehicle are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each category of vehicle will be added to evaluate the total estimated value of the contract to determine the lowest bid. **The lowest bidder will be determined based on overall evaluated contract value considering the estimated requirement given in Proforma-II (A) & II(B). For Monthly Basis Cars Lowest Bidder will be selected Item (Segment) wise against rates quoted in Proforma- II(C) separately.** For evaluating the total estimated contract value for the services indicated in Table-B of Proforma-II(A), the distance from the garage to the point of reporting and from point of release to the garage will be added to the total estimated kilometers. **However, maximum distance from the garage to the point of reporting (one side per occasion) will be considered as 15 KM (40 KMs if point of reporting is Greater NOIDA) and hence, even if a party quotes the same for more than 15 KMs (40 KMs if point of reporting is Greater NOIDA) then it will be considered as 15KMs (40 KMs if point of reporting is Greater NOIDA) for evaluation as well as payment against subsequent Contract, if any.** The total estimated contract value per year for the services given in Proforma-II (A) will be as under-

$$\text{Sum Total of } (\text{Rates from Table-A}) \times [(\text{Corresponding estimated Kilometers of Table-B}) + \{(\text{Total No. of Trips from Table-B} \times \% \text{ of trips to each place of Table-C}) \times (\text{twice the distance from the garage for each point of Table-C}) (\text{maximum 15 KMs/40 KMs if point of reporting is Greater NOIDA in one side})\}]$$

- (b) The estimated quantities indicated in Proforma-II(A), II(B) & II(C) are for evaluation purposes only. The actual utilization of services may be more or less depending upon requirement during the contract period and payment will be made for the quantity of services rendered by the contractor.
- (c) OIL reserves the right to hire services against the tender from more than one service provider. In the event of awarding the Contract to more than 1(one) Contractor work distribution will be in the following manner (**For other than Cars on Monthly Basis**):

**i) For 2 (two) Contractors (In case of 2 acceptable offers):**

60% of the Vehicle requirement will be hired from the lowest (L1) bidder and the rest 40% will be hired from the second lowest (L2) bidder subject

to matching their rates with the lowest (L1) bidder. However, original rates quoted by parties will not be allowed to increase under any circumstances.

**ii) For 3 (three) Contractors (In case of 3 or more acceptable offers):**

50% of the Vehicle requirement will be hired from the lowest (L1) bidder, 30% will be hired from the second lowest (L2) bidder and the rest 20% will be hired from the third lowest (L3) bidder subject to matching their rates with the lowest (L1) bidder. However, original rates quoted by parties will not be allowed to increase under any circumstances.

**iii)** If both L2 and L3 parties refuse to match the rates as mentioned above OIL reserves the right to ask the next lowest bidder(s) to match the rates with L1 bidder. However, in this case OIL will not hire more than 2 (two) service providers.

**iv)** If it is required to award the Contract to a Single bidder only then Contract for 60% of the total requirement will be awarded (For other than Cars on Monthly Basis).

**2.4 For Cars on Monthly Basis :**

Item (Segment) wise evaluation will be done to determine Lowest Bidder for "Cars on Monthly Basis" based on Minimum assured requirement per month per Car as given in Proforma II (C). Segment wise lowest bidder will be selected for award of Contract.

**Evaluation for "Cars on Monthly basis" [Proforma – II (C)] will be done separately and will not be clubbed with items covered under Proforma – II (A) & II (B).**

**2.5** Any additional information, terms or conditions included in the Priced-Bid will not be considered by OIL for evaluation of the Tender.

\*\*\*\*\*

**STATEMENT OF COMPLIANCE**

(Only exceptions/deviations to be rendered)

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>
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(Authorised Signatory)

Name of the bidder \_\_\_\_\_

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

SCHEDULE OF RATES  
FOR DUTY UPTO MINIMUM 10 HRS. & 100 KM AND OUTSTATION TRIPS

Table-A

Srl. No.	Particulars	Unit	Category- A General Segment (AC)	Category-B Medium Segment	Category-C Upper Segment	Category-D Premium Segment	Category-E Utility Segment
1.	Duty upto minimum 10 hrs. & 100 KM						
1a	Diesel	Rs./KM				Do not quote	
1b	Petrol	Rs./KM	Do not quote				Do not quote
1c	CNG	Rs./KM				Do not quote	Do not quote
1.1	Extra charges per hour beyond 10 hours against Srl. No. 1	Rs./HR					
2.	Charges per KM – for outstation trip upto min. 250 KM						
2a	Diesel	Rs./KM			Do not quote	Do not quote	
2b	Petrol	Rs./KM	Do not quote				Do not quote
2.1	Night halt charge	Rs./Night					

**Note:** Rates for the all the categories should be quoted by the bidders in the above Price Bid Format and should be inclusive of all taxes and duties including Service Tax. However, bidders should indicate the percentage of service tax included.

ESTIMATED SERVICES PER ANNUM FOR DUTY UPTO MIN. 10 HRS. & 100 KM AND OUTSTATION TRIPS

TABLE-B

Srl. No.	Particulars	Unit	Category-A (General Segment AC)	Category-B (Medium Segment)	Category-C (Upper Segment)	Category-D (Premium Segment)	Category-E (Utility Segment)
1	Duty upto minimum 10 hrs. & 100 KM						
1a	Diesel	KM Occasions	11,10,479 7,932	4,99,110 3,565	10,114 72	No requirement	89,030 636
1b	Petrol	KM Occasions	No requirement	2,99,488 2,139	53,907 385	1,70,168 1,215	No requirement
1c	CNG	KM Occasions	2,77,648 1,983	1,99,677 1,427	3,390 25	No requirement	No requirement
1.1	Extra charges per hour beyond 10 hours against Srl. No. 1	HR	39661	28522	1926	4862	2544
2	Charges per KM - for outstation trip upto minimum 250 KM						
2a	Diesel	KM Occasions	5,954 24	3,970 16	No requirement	No requirement	2,382 10
2b	Petrol	KM Occasions	No requirement	1,985 8	2,382 10	2,382 10	No requirement
2.1	Night halt charge	Night	24	24	24	24	24

**Note:** The quantity of services mentioned above are purely indicative and estimated for the purpose of bid evaluation only. The actual requirement of services during execution of the contract may be more or less depending upon the situation.



**DISTANCE FROM GARAGE TO VARIOUS PLACES OF REPORTING  
FOR THE PURPOSE OF TENDER EVALUATION  
FOR DUTY UPTO MIN. 10 HRS. & 100 KM AND OUTSTATION TRIPS**

**Table-C**

The total estimated occasions indicated are mainly for the following places and the % of occasion for each place is indicated below. The distance from the garage to each of the places will be added for reporting and after release (twice of the distance) to the above indicative occasions to evaluate the total value of the contract for the purpose of determining the lowest bid.		Distance from the Garage to the place of reporting (Maximum 15 KMs one side per occasion) (40 KMs if point of reporting is Greater NOIDA)	
Sector-15A, Noida	15%	Please indicate >>>>>	KM
Sector-16A, Noida	15%	Please indicate >>>>>	KM
East of Kailash, New Delhi	15%	Please indicate >>>>>	KM
Nehru Place, New Delhi	10%	Please indicate >>>>>	KM
GK-I/GK-II, New Delhi	15%	Please indicate >>>>>	KM
R.K. Puram, New Delhi	8%	Please indicate >>>>>	KM
Asiad Village, New Delhi	5%	Please indicate >>>>>	KM
Greater Noida, U.P.	2%	Please indicate >>>>>	KM
CWG, Akshardham	10%	Please indicate >>>>>	KM
Vasundhara (U.P)	5%	Please indicate >>>>>	KM

**100%**

**TOTAL ESTIMATED CONTRACT VALUE PER YEAR FOR PROFORMA-II(A) =**

**Sum Total of** (Rates from Table-A) x [(Corresponding estimated Kilometers of Table-B)  
+ {(Total No. of Trips from Table-B x % of trips to **each place** of Table-C)  
x (twice the distance from the garage for each point of Table-C) (maximum 15 KMs/(40 KMs if point of reporting is Greater NOIDA) in one side))}]

**Note:** The bidders should furnish the distances from their garages to above places in their “TECHNICAL BID”.

**PROFORMA-II(B)**  
**SCHEDULE OF RATES**  
**FOR PICK-UP AND DROP SERVICES BETWEEN TWO PLACES**

(Page 1 of 2)

**TABLE-I**

Srl. No.	Pick up & Drop Service between (Row & Column)	Between any Two Places	New Delhi Rly. Station	Old Delhi Rly. Station	Nizamudding Rly. Station	Anand Vihar Rly. Station	IGIA Airport (international)	IGIA Airport (domestic)
A	For General Segment (A/C)	(Rs. per Trip)	(Rs. per Trip)	(Rs. per Trip)	(Rs. per Trip)	(Rs. per Trip)	(Rs. per Trip)	(Rs. per Trip)
1	East of Kailash/Nehru Place/GK-I, GK-II, New Delhi	Do not quote						
2	ASIAD Village, New Delhi	Do not quote						
3	All Sectors of NOIDA	Do not quote						
4	Greater Noida	Do not quote						
5	R.K. Puram, New Delhi	Do not quote						
6	CWG G-House, Akshardham, Delhi.	Do not quote						
7	Vasundhara(U.P)	Do not quote						
8	Between two places within NCR within 35 KM not mentioned above		Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
9	Between two places within NCR within 70 KM not mentioned above		Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
B	For Medium Segment							
1	East of Kailash/Nehru Place/GK-II, New Delhi	Do not quote						
2	ASIAD Village, New Delhi	Do not quote						
3	All Sectors of NOIDA	Do not quote						
4	Greater Noida	Do not quote						
5	R.K. Puram, New Delhi	Do not quote						
6	CWG G-House, Akshardham, Delhi.	Do not quote						
7	Vasundhara (U.P)	Do not quote						
8	Between two places within NCR within 35 KM not mentioned above		Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
9	Between two places within NCR within 70 KM not mentioned above		Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote

**Note:** Rates should be quoted by the bidders in the above Price Bid Format and should be inclusive of all taxes and duties including Service Tax. However, bidders should indicate the percentage of service tax included. The vehicles for pick-up & drop services may be provided with any type of fuel. However, for the purpose of adjustment of rates due to increase or decrease of fuel price, the price of Diesel will be considered as per point 3 of Note of Section-VI.

**ESTIMATED NUMBER OF TRIPS PER ANNUM**  
**FOR PICK-UP AND DROP SERVICES BETWEEN TWO PLACES (IN ONE YEAR)**

**TABLE-II**

Srl. No.	Pick up & Drop Service between (Row & Column)	Between any Two Places	New Delhi Rly. Station	Old Delhi Rly. Station	Nizamudding Rly. Station	Anand Vihar Rly. Station	IGIA Airport (international)	IGIA Airport (domestic)
A	For General Segment (A/C)	(No. of Trips)	(No. of Trips)	(No. of Trips)	(No. of Trips)	(No. of Trips)	(No. of Trips)	(No. of Trips)
1	East of Kailash/Nehru Place/GK-II, New Delhi	x	60	60	48	36	42	138
2	ASIAD Village, New Delhi	x	30	30	30	30	30	30
3	All Sectors of NOIDA	x	54	54	36	36	36	108
4	Greater Noida	x	30	30	30	30	30	30
5	R.K. Puram, New Delhi	x	36	36	36	36	36	36
6	CWG G-House, Akshardham, Delhi.	x	120	120	30	10	80	120
7	Vasundhara(U.P)	x	48	48	10	10	24	48
8	Between two places within NCR within 35 KM	100	x	x	x	x	x	x
9	Between two places within NCR within 70 KM	240	x	x	x	x	x	x
B	For Medium Segment							
1	East of Kailash/Nehru Place/GK-II, New Delhi	x	36	36	36	36	54	66
2	ASIAD Village, New Delhi	x	30	30	30	30	30	30
3	All Sectors of NOIDA	x	33	33	33	33	36	36
4	Greater Noida	x	30	30	30	30	30	30
5	R.K. Puram, New Delhi	x	30	30	30	30	30	30
6	CWG G-House, Akshardham, Delhi.	x	120	120	30	10	80	120
7	Vasundhara(U.P)	x	48	48	10	10	24	48
8	Between two places within NCR within 35 KM	100	x	x	x	x	x	x
9	Between two places within NCR within 70 KM	240	x	x	x	x	x	x

**TOTAL ESTIMATED CONTRACT VALUE PER ANNUM FOR PICK-UP & DROP SERVICES [FOR PROFORMA-II(B)]= Sum Total of (Rates of Table-I)**  
**X (Corresponding estimated number of trips in Table-II)**

**Note:** The quantity of services mentioned above are purely indicative and estimated for the purpose of bid evaluation only. The actual requirement of services during execution of the contract may be more or less depending upon the situation.

## PROFORMA-II (C)

### Price Schedule for Cars on Monthly Basis

Sl. No.	Segment (i)	No. Of Cars (estimated) (ii)	Minimum assured utilisation per month for each Car (KM) (iii)	Rate per KM (Rs.)(to be quoted by the bidders) (iv)	Utilisation per Day (Hr) (v)	Reporting Location (vi)	Minimum Monthly Rate per Car (Rs.) (vii) = (iii) x (iv)	Total Monthly Rate (Rs.) (viii) = (ii) x (vii)
1	Category-A (General Segment AC) (Diesel/CNG)	1	2000		10	NOIDA all sectors/South Delhi		
2	Category-B (Medium Segment) (Diesel)	1	2500		10	NOIDA all sectors/South Delhi		
3	Category-C (Upper Segment) (Diesel)	1	2000		10	NOIDA all sectors/South Delhi		
4	Category-D (Premium Segment) (Petrol)	1	2500		10	NOIDA all sectors/South Delhi		

#### Notes:

1. Rates for the all the categories should be quoted by the bidders in the above Price Bid Format and should be inclusive of all taxes and duties including Service Tax. However, bidders should indicate the percentage of service tax included.

**2. Payment for running of vehicle(s) from Garage to Reporting Location and Reporting Location to Garage will not be made for the above mentioned Monthly Basis Cars. Hence, bidders are requested to quote accordingly.**

3. Minimum Payment for each Car per month for each segment will be made on the basis of "Minimum assured utilisation per month for each car" for each segment as mentioned above. However, for utilisation beyond the minimum assured utilisation per month will be paid as per the quoted rates per KM against actual utilisation.

4. Extra charge per hour beyond utilisation of 10 Hrs. per day will be as per the rate finalised in " Rates for General Hiring" [Proforma - II (A)] for the same Segment of Car.

**5. Item (Segment) wise evaluation will be done to determine Lowest Bidder for "Cars on Monthly Basis". Lowest bidder will be selected Segment wise**

6. Above mentioned No. of Cars are estimated ones and purely for evaluation purpose. Actual No. of Cars may vary from the above estimate.

7. For the purpose of adjustment of rates due to increase or decrease of fuel price, the price of CNG will be considered for Sl. No. 1 & 2 above.

**INTEGRITY PACT**

Between

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

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ----  
----- . 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 Organization "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 Page 2 of 6 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**

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.

1. 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.

2. 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.

3. 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.
4. 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**

Witness 1: .....

Witness 2: .....

Place. NOIDA.  
Date í í í í í

**(END OF SECTION-X)**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING <b>CHARTERED ACCOUNTANTS' FIRM</b> ON THEIR LETTER HEAD														
<p style="text-align: center;"><b><u>TO WHOM IT MAY CONCERN</u></b></p> <p>This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto .....<b>(as the case may be)</b> are correct.</p> <table border="1"><thead><tr><th><b>YEAR</b></th><th><b>TURN OVER</b> In INR.</th><th><b>NET WORTH</b> In INR.</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table> <p>Place: Date:</p> <p>Seal:</p> <p>Membership No. : Registration Code:</p> <p>Signature</p>			<b>YEAR</b>	<b>TURN OVER</b> In INR.	<b>NET WORTH</b> In INR.									
<b>YEAR</b>	<b>TURN OVER</b> In INR.	<b>NET WORTH</b> In INR.												



### **Guidelines to bidders for participating in OIL's e-Procurement tenders**

#### **Bid invitations (Tenders)**

The details of e-Procurement tenders can be accessed from our e-Procurement site.  
[https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

#### **Pre-requisites to submit tenders on line through e-Procurement Portal**

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate with Organizations Name 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.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

#### **Instructions for obtaining Digital Certificate**

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.  
(<http://www.cca.gov.in/>)

#### **Steps for obtaining Digital Certificate**

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

#### **Links to some licensed CA's are provided below**

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

**Technical Settings**

- 1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
- 2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
- 3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
- 4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
- 5. **Recommended Screen Resolution:** 1024 by 768 pixels.
- 6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
- 7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Scriplets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

- 8. **Digital signature client SW/component :** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.

## **APPENDIX - III**

### **Public Procurement Policy for Micro and Small Enterprises (MSEs):**

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

### **2.0 Classification of Micro, Small and Medium Enterprises (MSME) for supply of Goods :**

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

- (a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.
- (b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.
- (c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

### **3.0 Benefits to Micro and Small Enterprises :**

#### **i) Exemption from payment of Tender Fee :**

Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) **Exemption from submission of Earnest Money/Bid Security :**  
MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

**4.0 Documents Required to be submitted by MSEs :**  
Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.  
In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**5.0 Performance Security:** Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

**6.0 Purchase Preference to Micro and Small Enterprises:**  
**Purchase preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME :**

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.  
A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.  
In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL

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procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of

Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of subcontracted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

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