



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

**Materials & Contracts
Department
(Rajasthan Project)**
02-A, District Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729466
Fax : 0291-2727050
Email: mat_rp@oilindia.in

Date: 21.05.2015

FORWARDING LETTER

Tender No. :JCO7164P16

Sub: Hiring of services of a Tanker for transportation of CONDENSATE (light crude) from DND-GPC to well sites of OIL operational area in Rajasthan Project for well testing on call out basis.

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

OIL invites your competitive bid for Hiring of services of a Tanker for transportation of CONDENSATE (light crude) from DND-GPC to well sites of OIL operational area in Rajasthan Project for well testing on call out basis.

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

- | | | | |
|-------|--------------------------------|---|---|
| i) | OIL's Tender No. | : | JCO7164P16 dated 13.05.2015 |
| ii) | Tender Fee | : | ` 500.00 (PSUs and SSI Units registered with NSIC are exempted). |
| iii) | Type of Bid | : | Single Stage Composite Bid System |
| iv) | Bid Closing Date & Time | : | 23.06.2015; at 15.00 hrs (IST) |
| v) | Bid Opening Date & Time | : | 23.06.2015; at 15.15 hrs (IST) |
| vi) | Bid Opening Place | : | Office of Chief Manager (M&C),
Oil India Limited, Jodhpur, Rajasthan |
| vii) | Amount of Bid Security | : | ` 16,200.00 (Non- interest bearing) |
| viii) | Amount of Performance Security | : | 2.5 % of the Estimated Contract Value |
| ix) | Mobilization Time | : | Within Three(03) days from the date of issue of mobilization order. |
| x) | Duration of Contract | : | One(one)year with a provision of extension by another Six (06) months at the same rates, terms and conditions. |

- xi) Liquidated Damage for timely Mobilization : Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%.

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

Yours faithfully,
OIL INDIA LIMITED

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

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites sealed Competitive Bids for the following services for its **RAJASTHAN PROJECT** under Single Stage Composite Bid System from eligible and reputed domestic bidders.
- 1.1 Tender No. : JCO7164P16 ,dated 13.05.2015
- 1.2 Bid Closing Date : 23.06.2015
& Time : (15:00 Hrs. IST)
- 1.3 Tender Fee : Rs 500/-
- 1.4 Bid Security : Rs 16,200/-
- 2.0 **Description of Service:** Hiring of services of a Tanker for transportation of CONDENSATE (light crude) from DND-GPC to well sites of OIL operational area in Rajasthan Project for well testing on call out basis.
- 3.0 Non-transferable bid documents can be obtained from the following office of OIL on application and payment of non-refundable tender fee (except PSU and SSI Units) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at Jodhpur. Tender document will be on sale from 22.05.2015-till **one day prior** to scheduled Bid Closing Date.
- Chief Manager (M&C)
Oil India Ltd
2-A, Saraswati Nagar,
District Shopping Centre
Basni, Jodhpur-342005,
Rajasthan.
- 4.0 OIL reserves the right to refuse issue of tender document to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

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

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENT / TENDER DOCUMENT

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

- (a) A forwarding letter highlighting the following points:
 - (i) Oil India Limited 's Tender No.
 - (ii) Bid closing date and time.
 - (iii) Bid opening date, time and place.
 - (iv) The amount of Bid Security.
 - (v) The amount of performance guarantee.
 - (vi) Quantum of liquidated damages for default in timely mobilization.
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Special Terms & Conditions of Contract (Section - IV)
- (f) Scope of Work (Section-V)
- (g) Price Schedule & Schedule of Rates (Section - VI)
- (h) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VII)
- (i) The Performance Security Form (Section - VIII)
- (j) The Bid Security Form (Section - IX)
- (k) The Contract Form/ Form of Agreement (Section - X)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining labour license-(Appendix-B)

3.0 AMENDMENTS TO BIDDING DOCUMENT:

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

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

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

- (i) Complete technical details/Scope of works/ services and vehicle specifications with catalogue, etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – VII.
- (iii) Bid Security furnished in accordance with Para 7.0 below.
- (iv) Price Schedule & Schedule of Rates (Section - VI).

6.0 BID PRICE:

- 6.1 Rates/Unit Prices must be quoted in Indian Rupees only in words as well as in figures.
- 6.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 6.3 All duties and taxes including Corporate income taxes, Service Tax and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only the R & D Cess, applicable if any against this contract will be borne and paid for by OIL.

7.0 BID SECURITY:

- 7.1 Pursuant to Para 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Forwarding Letter" as part of their Bid.
- 7.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 7.7 below.
- 7.3 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
 - a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VIII for the format) **and valid for 60 days beyond the validity of the Bid.** The Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
 - b) A Cashier's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).

- 7.4 Any Bid not secured in accordance with above-mentioned subparagraphs 7.1 to 7.3 will be rejected by Company as non-responsive, except those are exempted.
- 7.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 7.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 7.7 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

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

8.0 PERIOD OF VALIDITY OF BIDS:

- 8.1 Bids shall remain valid for **120 days** after the date of bid opening prescribed by the Company.
- 8.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 7.0 above.

9.0 FORMAT AND SIGNING OF BID:

- 9.1 The Bidder shall prepare three copies of the bid clearly marking original as "ORIGINAL BID" and the rests as "COPY OF BID". In the event of any discrepancy between them, the original shall prevail.
- 9.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the technical bid. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- 9.3 The bid should contain no inter lineation, white 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:

10.0 SEALING AND MARKING OF BIDS:

10.1 The tender is being processed according to a single stage – composite bid procedure. A single offer should be submitted in triplicate (One original and 2 copies) containing Technical as well as commercial details including the rates as per the Price Schedule & Schedule of Rates provided herein.

10.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

10.3 The cover containing the Bid (Original and 2 copies) should be sealed, superscribing the following on the right hand top corner of the envelope.

(i) Tender No. : -----

(ii) Bid closing date: -----

(iii) Bidder's name : -----

10.4 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. The Bid Security mentioned in para 7.0 should be enclosed with the Bid.

10.5 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 and the same should be enclosed with the bid.

10.6 Timely delivery of the bids is the responsibility of the Bidders. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/transit loss.

10.7 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

11.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the Company at the address specified in the Forwarding Letter not later than the bid closing time and date mentioned in the letter.

12.0 LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

13.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of para 10.0. A withdrawal notice may also

be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

- 13.3 No bid can be modified subsequent to the deadline for submission of bids.
- 13.4 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.

14.0 EXTENSION OF B.C.DATE:

In the event of receipt of a single offer against the Tender within the B.C. Date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. Date, shall not be permitted to revise their quotation.

15.0 BID OPENING AND EVALUATION

- 15.1 Company will open the Bids, including submission(s) made pursuant to para 13.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 15.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 13.0 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.
- 15.3 At Bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 15.2.
- 15.5 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.
- 15.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one that 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 any extrinsic evidence.
- 15.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.

- 15.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 15.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 15.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

16.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate the cost details quoted by the technically qualified bidders and compare the bids to ascertain their inter-se-ranking as per Bid Evaluation Criteria (Section-VII) of the tender document based on rates quoted in Price Schedule & Schedule of Rates (Section - VI).

17.0 CONTACTING THE COMPANY:

- 17.1 Except as otherwise provided in para 13.0 & 15.5 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.
- 17.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

D. AWARD OF CONTRACT

18.0 AWARD CRITERIA:

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

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

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

20.0 NOTIFICATION OF AWARD:

- 20.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.
- 20.2 The notification of award will constitute formation of the Contract.

21.0 **PERFORMANCE SECURITY & RETENTION MONEY :**

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

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

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

21.2 The performance security specified above must be valid for Six (06) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 2.5% of the contract value for the extended period and also to extend the validity of the performance security accordingly.

21.3 Failure of the successful bidder to comply with the requirements of para 21.1 or 21.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

INVOCATION OF PERFORMANCE SECURITY:

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

21.5 The Security Deposit shall be forfeited in case of occurrence of the following events:-

- (a) In case of any event occurring when the outstanding bills of the Contractor are not sufficient for recovery against payable Liquidated Damage/Penalty during the tenure of the contract.

AND / OR

- (b) In case of Premature Termination due to default or breach of contract by the Contractor.

22.0 **SIGNING OF CONTRACT:**

22.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the

General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.

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

(END OF SECTION – II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this day of 2015 between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri carrying of business as PROPRIETOR under the firm name M/s. with their Office at in the district of aforesaid (hereinafter called ‘The Contractor’) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below :

1.0 **DEFINITIONS:**

1.1 In this Contract, the following terms shall be interpreted in accordance to the meaning assigned below to them respectively:

- a) "Contract" means the Agreement to be entered into between Company and Contractor including the terms and conditions as recorded therein and all formats/proformas & attachments thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Contractor under the full and proper performance of its contractual obligations.
- c) "Company" means OIL INDIA LIMITED and its executors, successors and assignees
- e) "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 and project management at site.
- f) "Contractor" means the individual or firm or body incorporated providing the services under this contract and its executors, successors and assignees.
- g) "Contractor's Items' means the equipment, materials and services that are to be provided by the Contractor at the expense of the Contractor.
- h) "Commencement Date" means the date on which 1st vehicle is placed at OIL under the Contract.
- i) "Contractor's personnel" means the personnel provided by Contractor from time to time to conduct operations hereunder.
- j) "Base Office" The contractor shall have a base office at Jodhpur to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the Contract.
- m) "Gross Negligence" as used in this contract shall mean "willful and wanton disregard for harmful, avoidable and foreseeable consequences".

WITNESSETH:

- 1.0 (a) The Contractor hereby agrees to carry out the work as per Scope of work & Price bid format/ Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Contract in most economic & cost effective way.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-VI of the Agreement including any tools and tackles as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company's engineer shall have power to –
 - a) Order the Contractor to remove immediately any cause of unsatisfactory performance of the service.
 - b) Order the Contractor to replace, any person / Contractor's Personnel / helper / mechanic / supervisor engaged for the running of vehicle or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company.
 - c) Order the Contractor from time to time such further instructions as shall be necessary for the purpose rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non compliance of the instructions will make the Contractor liable for penalty as per the provisions of the contract.
- 4.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

5.0 APPLICABLE LAWS:

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

- a) The Mines Act, 1952 as applicable to safety and employment conditions and subsequent amendments.
- b) Oil Mines Regulations, 1984.
- c) The Motor Vehicle Act, 1988.
- d) The Motor Transport Workers Act. 1961.
- e) Payment of Wages Act 1936.

- f) The Workmen's Compensation Act 1923 and industrial disputes Act 1947.
- g) Payment of Bonus Act, 1965.
- h) Contract Labour (Regulation & Abolition) Act. 1970.
- i) Interstate migrant Workmen Act, 1979 (Regulation of employment and conditions of Service)
- j) The Employees Provident Fund and Misc. Provisions Act, 1952 (including family pension Scheme 95)
- k) Income Tax Act 1961

6.0 GENERAL OBLIGATIONS OF CONTRACTOR; Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- a) Perform the work described in Scope of Work in the Price Schedule Format/Schedule of Works (Section-VI) and Special Terms and Condition (Section-IV) in most economic and cost effective way.
- b) Except as otherwise provided in the Price Schedule Format/Schedule of Works and Special Terms and Conditions of the contract , provide crew as required to perform the work. The crew must essentially consist amongst others a professional HMTV driver ,having experience.
- c) Perform all other obligations, works services which are required by the terms of the contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work under this contract.

7.0 CONTRACTOR'S PERSONNEL:

7.1 The Contractor warrants that he shall engage or provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that any such personnel as determined by Company to be unsuitable is promptly replaced with personnel suitable to the Company. The personnel engaged to operate the vehicle must have necessary professional experience. Details are given in the Scope & Schedule of services (Part-VI hereof), and Special Conditions of the contract (Section-IV hereof).

8.0 CHANGE OF OWNERSHIP:

8.1 The Contractor's rights and obligations under this contract are not transferable by sale of assignment without the Company's written consent. In the event of services being sold without the Company's written consent in addition to his other rights, the Company may at its absolute discretion terminate this contract whereupon the Contractor shall reimburse the Company payment, if any paid in advance and not earned, and any sums to which the Company may sustain directly as a consequence of such termination.

9.0 Mobilization Time: Within Three(03) days from the date of issue of mobilization order.

9.1 **Work Completion Time:** The Contractor must commence the work within three (03) days of issue of Mobilization Order and complete in One(01) year with a provision to extension by another 06(six) months at the same rates ,terms and conditions. Delay in mobilisation of required vehicle will call for imposition of Liquidated Damages.

10.0 **Validity of the Agreement:** The Agreement shall remain valid for a period of One(01) year from the date of issue of Mobilization Order or till the completion of work, whichever is later.

- 11.0 **Schedule of Rates:** Payment to the Contractor will be made against work completed by them at the rates entered in the Price Schedule t/Schedule of Works, Section -VI hereof.
- 12.0 **VINTAGE OF VEHICLE:** The Contractor shall provide good condition vehicle(s) should not be by deploying the tanker of model not earlier than 01.01.2010 (as mentioned in Clause No. 1.2.5 of BRC) in the area of operations of the Company as per the instructions of the Company Engineer during the tenure of the contract which shall be 1 (one) year from the date of placement of the first Tanker.
- 13.0 **"LICENCE AND PERMITS"** means any and all of the following which must be valid and updated periodically by the Transport Supplier to the satisfaction of the Company:-
- i) Professional driving license(s) and P.S.V. badge(s) for the driver(s)
 - ii) Registration Book(s) with endorsement of Road Tax
 - iii) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required
 - iv) Road permits
 - v) Fitness certificate
 - vi) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as driver/Crew
 - vii) Any other as required under law in force
 - viii) Pollution under control certificate.
- 14.0 **TAXES:**
- 14.1 Taxes levied as per the provisions of Indian Income Tax Act and any other enactment/ rules on income derived/payments received under this contract will be on the Contractor's account. The Company will deduct the TAX at source wherever required as per the Acts.
- 14.2 Income tax will be deducted at source from the monthly payment at the specified rate of income tax as per provisions of Indian Tax Act as may be in force from time to time. The Contractor will submit the PAN Number to the Company, as required by Annexure-A of the tender document.
- 14.3 The Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.
- 14.4 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them or by any other Govt. authority. The Contractor shall be responsible for preparing and filing the return of income etc., within the prescribed time limit to the appropriate authority.
- 14.5 Prior to start of work or service or operations under the contract, the Contractor shall furnish to the Company the necessary document, as asked for by the Company and/or any other information pertaining to the contract.
- 14.6 Corporate and Personnel Taxes on the Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 15.0 **Provident Fund:** The Contractor if covered under the P.F Act and if the contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and

Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. Contribution on wage component.

15.1 In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost.

16.0 MISCELLANEOUS PROVISIONS:

16.1 The Contractor shall give notices and pay all fees at his own cost required to be given or paid under any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulation of all public bodies and companies whose property or rights are affected or may be affected in any way by the services envisaged under this contract.

16.2 The Contractor shall conform in all respects with the provisions of any Statute, Ordinance or Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and to regulation public bodies and Companies as aforesaid and shall keep the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

17.0 **Liquidated Damages:** Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%.

17.1 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.

18.0 **Estimated Value of Agreement :** The total evaluated value of the Agreement (all inclusive) is estimated to be -----, but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms Section-V of this Agreement.

19.0 **Payment Terms:** Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.

20.0 INDEMNITY AGREEMENT:

20.1 The Contractor agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Contractor's employees, agents and sub-Contractors or their employees on account of bodily injury or death, or injury/damage to personnel/property as a result of the operations/services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

20.2 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by the Company or the Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim demand expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrence of either party.

21.0 **ASSIGNMENT:** The Contractor shall not assign his/her rights, duties and obligations arising under this Agreement and sublet to any third person or party except in respect of payments to be received by Contractors, if acceptable to the Company.

22.0 **SUB-CONTRACT:** The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

23.0 **STATUTORY OBLIGATIONS:** The Contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/her obligations under the statutory Acts during the tenure of this service Agreement.

24.0 WARRANTY AND REMEDY OF DEFECTS

24.1 The Contractor warrants that he shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, and efficiency with instructions and guidance which the Company may, from time to time furnish to the Contractor.

24.2 The rights and remedies of the Company provided by this clause are in addition to any other right and remedies provided by law or in equity or otherwise.

25.0 LIABILITY :

25.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

25.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

26.0 FORCE MAJEURE :

- 26.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.
- 26.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.
- 26.3 Should 'Force Majeure' conditions as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Force Majeure' period unless otherwise agreed to.

27.0 TERMINATION :

27.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

The Agreement shall be deemed to be automatically terminated on the expiry of duration of the Agreement (or extension, if any, thereof).

27.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.

27.3 TERMINATION ON ACCOUNT OF INSOLVENCY :

In the event that the Contractor at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditor or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

27.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE :

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 (seven) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

27.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :**

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

- 27.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

27.7 **CONSEQUENCES OF TERMINATION :**

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

- 27.8 Upon termination of the Agreement, the Contractor shall return to the Company all of the Company's items, which are in the Contractor's possession at the time.
- 27.9 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 30.1 to 30.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Agreement up to the date of termination.
- 27.10 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Contractor with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Contractor shall demobilize his personnel and materials.

28.0 **ARBITRATION:**

- 28.1 The Contractor and the Company shall make effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.
- 28.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Contractor and the Company, the matter be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 28.3 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's Engineer shall be final and binding on the Contractor.
- 29.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.

30.0 **Procedures for obtaining Labour License under Contract Labour (RBA) Act 1970 & Central Rules 1971 is as per Appendix-B .**

31.0 **SET OFF CLAUSE:**

31.1 Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this or any other Agreement may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this Agreement or under any other Agreement made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written

Signed in the name and on behalf of :
(CONTRACTOR)

Signed in the name and on behalf of :
M/S. OIL INDIA LIMITED
(COMPANY)

Signature : _____

Signature : _____

Name : _____
(Legal Power of Attorney)

Name :
Designation :

In presence of :
Signature : _____

In presence of :
Signature : _____

Name : _____

Name : _____

SECTION – IV

SPECIAL TERMS & CONDITIONS

1.0 Definitions and conditions governing the services in this contract, unless the context otherwise requires.

1.1 "AGREEMENT" means this service Agreement.

1.2 "WORK" or "SERVICE" means each and every activity required for the successful performance of this contract.

1.3 "TANKER OR BOWSER" means self propelled transport tanker/ browser on which a certified calibrated tank is mounted for the purpose of transportation of Crude oil / Condensate/ Light Oil by road.

1.4 "LOADING POINT" means point where arrangement for loading in the tanker is provided by the Company.

1.5 "UNLOADING POINT" means point where arrangement for emptying the loaded tanker is provided by the Company.

1.6 "BASE STATION" Jodhpur as the base station.

1.7 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following:

- i) Carriage of unauthorized passengers/ materials other than Condensate/ Light Oil in the tanker / browser by the Contractor while under this Agreement with the Company.
- ii) Withdrawal of hired tanker/ browser from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/ instruction of the Company Engineer.

1.8 "COMPANY" means Oil India Limited.

1.9 "COMMENCEMENT OF SERVICES" means the date of placement of the tanker under this Agreement.

1.10 "COMPANY ENGINEER" means the following:

- i) Head-Production (RP) or his nominee in case of the following events:
 - a) Normal operation of service after placement on call out basis under the department.
 - b) Instruct Contractor to replace by more suitable hand of driver/ Helper engaged for operating the tanker/ browser.
 - c) Determination of shutdown or standby, liquidated damages and penalties for default of breach of contract.
 - d) Release of tanker/ browser and termination of this Agreement in case of complaints as to its deteriorated mechanical conditions.
 - e) Release of tanker/ browser upon conclusion of this Agreement.
 - f) Scrutiny of documents regarding contractor's compliance with the requirements under this Agreement for permits, licenses, employee's etc.
 - g) Determination of instances of shutdown or standby due to Force majeure, Bundhs etc.

1.11 "DUE DATE OF PLACEMENT" means the date stipulated in the contract for placement of bowser/ tanker.

1.12 "DETERIORATED CONDITION OF TANKER/ BOWSER" means any tanker/ bowser found not acceptable to Company Engineer after mechanical inspection or/ and tanker/ bowser found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/ and tanker/ bowser which is/ are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and/ or tanker/ bowser refused by the Company Engineer/ user department as being unfit.

1.13 "DRIVER" means an individual possessing sound mental and physical health who must be in possession of Professional Driving License and PSV badge (to drive the tanker/ bowser under this Agreement) issued by the Regional Transport Authority, having jurisdiction over the area of operations of the Company, who is engaged by the Contractor and provided with the service envisaged under this Agreement, cost whereof included in the Contract costs.

1.14 "DEFAULT" means any of the following omissions or commissions by the Contractor or his/ her crew, which will lead to shutdown of tanker/bowser and/or breach of contractual obligations:

- a) Delay in initial placement of tanker/ bowser beyond the stipulated date.
- b) Unsuitability of the Driver or Helper.
- c) Drunkenness and intoxication of the driver and/ or the Helper.
- d) Non-availability of tanker/ bowser due to any reason, whatsoever, including but not limited to the conditions mentioned below:
- e) Deteriorated mechanical condition of the tanker/ bowser and/ or breakdown.
- f) Non-possession of the valid permits and licenses for the crew and tanker/ bowser.
- g) Non-supply of fuel.
- h) Delay in placement of tanker/ bowser on any day as per the instruction of the Company Engineer and/ or unauthorized and un-timely release of tanker/ bowser on any day without prior permission and authorization from the Company/ engineer during the tenure of this Agreement.

1.15 "INSPECTION" means initial inspection carried out by the Company Engineer to ascertain road-worthiness of the tanker/ bowser. The Company's decision in this regard shall be final.

1.16 "INSURANCE" means comprehensive insurance of the tanker/ bowser and shall include insurance of the crew.

1.17 "LICENCE AND PERMITS" means any and all of the following, which must be valid and updated periodically by the Contractor to the satisfaction of the Company.

- a) Professional driving license(s).
- b) Registration Book(s) with endorsement of Road Tax.
- c) Permits for plying the tanker(s)/ bowser(s) for commercial purpose as may be required.
- d) Road permits
- e) Road Fitness Permit(s).
- f) Tank Calibration Certificate
- g) Pollution Control Certificate.
- h) Comprehensive insurance certificate(s).
- i) Any other as required under law in force.

1.18 "PENALTY" means the amount payable by the Contractor in the event of breach of Contract which shall be as per clause No.3.0 mentioned below. Penalty shall be levied irrespective of whether such breach resulted in a shut-down or otherwise. In addition no payment shall accrue to the contract in the event of breach of contract leading to penalty.

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

- a) The Motor tanker/ bowser Act, 1988.
- b) The Motor Transport Worker's Act, 1961
- c) The Contract Labour (Regulations & Abolition) Act, 1970.
- d) The Minimum Wages Act, 1948.
- e) The Employees Provident Fund & Miscellaneous Act, 1952.
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Any other Act as applicable from time to time.

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

1.20 "SHUT DOWN" means disruption/ non-availability of the Service due to any of the defaults.

1.21 "TAXES AND DUTIES" means Road Tax, Fitness Fee, Road permit Fee, Registration Fee, Service tax, VAT for tanker/ bowser and crew etc. as may be due and payable by the Contractor entirely at his/ her own cost towards operation of the services envisaged under this Agreement.

1.22 Deduction of Tax at source shall be made from the Contractor's payment towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 & VAT or any other Act where requires deduction of tax at source which may be in force from time to time.

2.0 MOBILIZATION: The Contractor is required to mobilize the tanker at DND GPC within three (3) days from the date of receipt of our notice for mobilization.

3.0 PENALTY :

- i) If the contractor fails to place his/ her tanker/ bowser within the stipulated time limit of 3(three) days from the date of receipt of call letter or intimation my e-mail, then the contractor will be liable to pay liquidated damages to the company by way of penalty at the rate of 0.5% of annualized contract value of the particular bowser for each day of delay in placement subject to a maximum of 7.5% of the annualized contract value. However, in case the contractor fails to place his/ her tanker/ bowser beyond 15 days, then his/ her particular contract will be cancelled.
- ii) In case of default as mentioned below, penalty shall be levied as per sub-clause 4.0(i) above.

- a) Delay in initial placement of tanker/bowser beyond the stipulated date.
- b) Unsuitability of the Driver and Helper.
- c) Drunkenness and intoxication of the driver and Helper
- d) Non-availability of tanker/bowser due to any reason, whatsoever, including but not limited to the following conditions.

- i) Deteriorated mechanical condition of the tanker/bowser and/or breakdown.
- ii) Non-possession of the valid permits and licenses for the crew and tanker/bowser.
- iii) Non-supply of fuel.

iv) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

4.0 The Contractor undertakes to place the tanker within the due date of placement. Otherwise penalty will be levied to the contractor for late placement of tanker as per the above clause .

5.0 LIQUIDATED DAMAGE (LD):

5.1 If any contractor fails to place his/ her tanker/ bowser within the stipulated time limit of 3(three) days from the date of receipt of call letter or intimation my e-mail, then the contractor will be liable to pay liquidated damages to the company by way of penalty at the rate of 0.5% of annualized contract value of the particular bowser for each day of delay in placement subject to a maximum of 7.5% of the annualized contract value. However, in case the contractor fails to place his/ her tanker/ bowser beyond 15 days, then his/ her particular contract will be cancelled.

5.2 The contractor shall compensate the company if there is a loss of Condensate during transit. The amount of such loss will be recovered at the prevailing rate on pro-rata basis from the Contractor's outstanding bills.

5.3 In case the contractor tanker is met with an accident damaging the life and property of 3rd party, the contractor shall sort out the matter immediately with the 3rd party and settle all the dues at the earliest. For the accident case, (which is to be substantiated by proper Police Report and MVI Report) any loss will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than the price of the transported condensate.

5.4 In case of sudden withdrawal of bowser/ tanker without prior permission of the Company, a penalty shall be levied at the rate Rs. 400.00 (Rupees four hundred only) per day. This shall be in addition to the penalty imposable as per the LD clause No. 5.0 above.

6.0 BILLING & PAYMENT:

6.1 For the purpose of payment for the service rendered the Contractor shall:

- i) Accept as final the delivery challan which must be signed per job basis by the Company's Engineer/ representative. Any deletions and/ or overwriting on the challan must be avoided as far as practicable and if such deletions and overwriting are incidence, the same must be countersigned by the Company's Engineer, otherwise the Statement-cum-bill shall not be accepted
- ii) Prepare per job statement-cum-bill and submit the same to the Company's Engineer for verification at the end of the job.

(END OF SECTION IV)

SECTION – V

SCOPE OF WORK

- 1.0 The Contractor shall agree and undertake to carry out the service by deploying the tanker of model not earlier than 01.01.2010 (as mentioned in Clause No. 1.2.3 of BRC) in the area of operations of the Company as per the instructions of the Company Engineer during the tenure of the contract which shall be 1 (one) year from the date of placement of the first Tanker.
- 2.0 The tanker will be deployed to the well site duty only as and when required. The contractor will be paid Rental charges for the period from the day the Tanker reported to the loading station (DND-GPC) till it is released from the company designated unloading site. The charges shall be considered on Day basis for a day of 24 Hrs. For any time in part thereof, the charges shall be considered on pro-rata basis.
- 3.0 All work performed by the Contractor shall be on call out basis.
- 4.0 Contractor shall provide the service with tanker and shall be responsible for all actions necessary for running and maintaining the services in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this Agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.
- 5.0 The rates accepted by the Contractor are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/ her driver, crew and other staff as per the provisions of the Motor/tanker Act, 1988 AND OTHER Statutory Acts. The rates stipulated shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.
- 6.0 The Contractor shall supply and maintain the services of the tanker on call out basis with Driver & Helper.

END OF SECTION V)

SECTION-VI

(PRICE SCHEDULE & SCHEDULE OF RATES)

Rates for Hiring of services of a Tanker for transportation of CONDENSATE (light crude) from DND-GPC to well sites of OIL operational area in Rajasthan Project for well testing on call out basis.

Sl.No (1)	Description (2)	Unit (3)	Qty. (4)	Rate (Rs.) (5)	Total Amount (Rs.) (6)
1	RUNNING CHARGES PER KM	KM	15,000.00		
2	STAND BY/RENTALS PER DAY	DAY	60.00		
	TOTAL				

Note : 1) The number of days/parameters shown above are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of the actual number of days/parameters, as the case may be and the rates will be pro-rated up to the nearest half hour basis for part of the day.

2) The bidders are required to quote running charges per KM basis towards the movement of the tanker, the base station would be considered as Jodhpur. Accordingly the distance would be Jodhpur to Loading point (DND-GPC)+ Loading point (DND-GPC) to Unloading point + unloading point to Jodhpur.

3)Running charges shall be deemed to include all expenditures of the Contractor (Viz Cost of fuel and consumables like lubricants,tyre/ tube,battery and other maintenance expenditure including accessories involved with tax element there on as applicable) towards movement of the Tanker.

4) Rates quoted by the bidders shall remain firm during the entire contract period except for variation in HSD rates. The variation in running charges (+/-) shall be payable by OIL in case of increase/decrease of diesel rate by 5% or more as compared to the rate prevailing on the date of bid closing. All minor increase/decrease of rate of fuel price within 5% shall be absorbed by the contractor. The variation factor for computation of increase/decrease in running charges for variation in HSD rate per rupee per Ltr will be as under.

AC on - Rs 0.083

AC off - Rs 0.071

SCHEDULE OF RATES

Bidders must indicate charges and rates in their commercial bids in the following manner:

A) STAND BY / RENTAL CHARGES PER DAY:

Bidders to quote Stand by / Rental Charges per day basis. This shall include all applicable taxes and duties, insurance, wages etc. of the Tanker & crew/staff . **The rental charges will be paid for the period from the day the tanker reported to the loading site(DND-GPC) till it is released from the company designated unloading site.** the charges shall be considered on day basis for a day of 24 hrs. For any time in part thereof, the charges shall be considered on pro-rata basis.

B) RUNNING CHARGES PER KM:

Bidders are to quote running charges per KM basis towards the movement of Tanker. For the purpose of working out the distance travelled by the Tanker, the base station would be considered as Jodhpur.

Running charges shall be deemed to include all expenditures of the Contractor (viz; cost of fuel and consumables like lubricants, tyre/tube, battery and other maintenance expenditure including accessories involved with tax element thereon as applicable) towards movement of the Tanker.

(END OF SECTION VI)

SECTION - VII

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

A) BID REJECTION CRITERIA (BRC)

The Bid shall conform generally to the specifications and terms & conditions given in the bidding document.

1.0 TECHNICAL :

1.1 The bidder should have Annual Turnover of at least Rs 2.43 Lakhs /- during any of the last 3 (three) financial years ending 31st March, 2015. The party should submit Audited annual report for the above.

1.2 Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which application are invited should be either of the following:-

a) Three similar completed works costing not less than **Rs 3.24 Lakhs** /-

OR

b) Two similar completed works costing not less than **Rs 4.05 Lakhs/-**

OR

c) One similar completed work costing not less than **Rs 6.48 Lakhs/-**

The bidder shall have experience in carrying out 'SIMILAR NATURE' of jobs in PSUs/ Central/ State Govt. Enterprises. The bidder shall provide necessary documentary evidence for the same.

'SIMILAR NATURE' Jobs means the bidder must be in the business (in his/her own name) of providing services for transportation of crude oil / condensate / other petroleum products / hazardous chemicals/liquid mud/ saline water/ Work Over Fluid(WOF)/Water through tanker(s) / bowser(s) (having capacity not less than 9 Kls) .

1.2.1 Bid will be rejected if not accompanied with adequate documentary proof (Refer Note 1 below) in support of experience and turnover as mentioned in Para 1.2 and 1.2.1

Note -1:

A) For proof of Annual turnover, the following documents/ photocopies must be submitted along with the bid: -

I.0 A certificate issued by a practicing Chartered/ Cost Accountants' Firm, certifying the Annual Turnover and nature of business. and

II.0 Audited Balance Sheet and Profit and Loss account.

B) For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid:-

I.0 In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/ 'Service Entry Sheet(SES)' of jobs successfully executed during the last seven years

ending bid closing date, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

II.0 Certificate issued by any other Public Sector Undertaking/ Govt. Department (for jobs successfully completed during the last seven years ending bid closing date) showing:

- a) Gross value of job done; and
- b) Nature of job done; and
- c) Time period covering the financial year(s) as per the NIT.

1.2.2 The bidder must confirm to mobilize within 03 (three) days the services of a bowser at site as and when advised by OIL.

1.2.3 The bowser / tanker to be offered for the service must be of 20 KLS capacity, model (02(two) year of manufacture) as on bid closing date. Valid documentary evidence from the appropriate authority in support of ownership, year of manufacture, Road Permits, Registration, Road Tax, Fitness, Comprehensive insurance, Tank calibration certificate, Explosive license, Pollution Certificate and Stamped dip stick for the tanker / bowser offered by the bidder shall be provided along with the bid.

1.2.4 The Tanker/ bowser to be certified by statutory authority for carrying explosive / flammable materials.

2.0 COMERCIAL:

- 2.1 Bidders must quote clearly and strictly in accordance with the price schedule outlined in **(SECTION-V)** (otherwise the bid will be rejected.) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.
- 2.2 The bids are to be submitted in triplicate under **Single Stage Composite Bidding System (Techno-Commercial bid)** in sealed envelopes submitted together. Non-compliance of this will result in rejection of the bid.
- 2.3 Bids must be kept valid for acceptance of OIL for at least 120 days from the date of scheduled bid closing. Failing which the offer shall be rejected, being non-responsive.
- 2.4 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative (duly authorized) on all pages failing which the bid may be rejected.
- 2.5 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.6 Any bid containing false statement will be rejected.
- 2.7 Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.
- 2.8 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 2.9 Price quoted by the successful Bidder must be held firm during its performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

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

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

3.0 GENERAL

- 3.1 In case Bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.
- 3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC/BEC also and such clarification fulfilling the BEC/BRC clauses in to must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 Bids received from un-solicited bidders will be liable for rejection.
- 3.4 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.
- 3.5 Bidder in their Technical bid only must spell out any exceptions/deviations to the tender. Any additional information/ terms/ conditions furnished in the "Price Bid" will not be considered by OIL for evaluation/ award of contract.

B) BID EVALUATION CRITERIA (BEC)

- 4.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 4.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule & Schedule of Rates (Section-VI) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done during execution of the contract.
- 4.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.
- 4.3 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

(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) (herein after called “Contractor”) had undertaken, in pursuance of Contract No..... dated to execute (Name of Contract and brief description of the work) (hereinafter called “the Contract”), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

This guarantee is valid until the date (.....)** Six months after Contract Completion.

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

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

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 21.0 under Section-II

(END OF SECTION-VIII)

SECTION –IX

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”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 2015 .

THE CONDITIONS of this obligation are:

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

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

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

This guarantee will remain in force up to and including the date, 180 days after the closing date for submission of bids as stated in the tender document.

DATE:

SIGNATURE OF THE BANK:

WITNESS:

SEAL:

(Signature, Name and Address)

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

(END OF SECTION - IX)

SECTION-X

SAMPLE FORM OF AGREEMENT

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

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

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

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

SIGNED, SEALED AND DELIVERED

By the said
Name _____

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

By the said
Name _____

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

* Bidders are NOT required to complete this form.

(END OF SECTION - X)

GENERAL HSE POINTS

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.
- 2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site
- 7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.0 It will be entirely the responsibility of the Contractor/his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/ Official/Supervisor/Junior Engineer for safe operation.

APPENDIX-B

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

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

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

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