



# **OIL INDIA LIMITED**

## **BID DOCUMENT**

**TENDER NO. : GCT 3273 P17**

**HIRING THE SERVICES OF SERVICES**  
**FOR TATA SUMO/ BOLERO VEHICLE**  
**ON AS AND WHEN NEED BASIS UNDER**  
**PS-9, DUMAR, OIL INDIA LIMITED,**  
**KATIHAR, DUMAR, BIHAR**

**: INDEX :**

**Instruction to bidders** : Bidders are required to submit the bid in duplicate with their quoted rates in Part-III along with all relevant documents as required. Refer Bid Rejection Criteria clause -19.

**1.0** Covering Letter with Salient features**Part-I**

- Clause -1 : Scope of Work
- Clause-2 : Duration
- Clause-3 : Performance Security
- Clause-4 : Termination
- Clause-5 : Liquidated Damage/Penalty/Default
- Clause-6 : Payment Terms

**Part-II****: (General Terms & Conditions)**

- Clause-I : Definitions vide Annexure-A
- Clause-2 : Obligation of Transport Supplier
- Clause-3 : General Obligation of Company
- Clause-4 : Authority/Power of Company's Authorized Representative
- Clause -5 : Special Conditions

**Part-III****: (Schedule of Service and Rates)**

- Clause-1 : Description of Service
- Clause-2 : Rates payable
- Clause-3, 4 & 5 : Price conditions
- Clause-6 : Rate variation terms and conditions

**Part- IV**

: Safety Measures & Compliance Format (To be submitted by the Bidder along with the Bid)

- Annexure - A** : Definitions of terms
- Annexure - B** : Court Affidavit format
- Annexure - C** : Bank Guarantee format for Bid Security Deposit (EMD)
- Annexure - D** : Bank Guarantee format for Performance Security Deposit
- Annexure - E** : Sample copy of the Agreement to be signed by the successful bidder
- Annexure - F** : Format for Undertaking by Bidder (To be submitted by the Bidder along with the Bid)

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्यम)  
**Oil India Limited**  
(A Government of India Enterprise)

Tender SI No: \_\_\_\_\_

Issued By : \_\_\_\_\_  
(Signature)

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

To  
M/S \_\_\_\_\_  
\_\_\_\_\_

**Tender Notice No : GCT 3273 P17**

**BID CLOSING DATE : TO BE SUBMITTED AT:-**

**GUWAHATI : 20-01-2017 TIME : 13-30 HRS**

**BID OPENING DATE : 20-01-2017 TIME: 14-00 HRS at  
GUWAHATI**

**TENDER FEE: Rs. 500.00 (Rupees Five Hundred only)**

Sirs,

Oil India Limited (OIL), a Govt. of India Enterprise, invites bids for the job “**HIRING THE SERVICES OF SERVICES FOR TATA SUMO/ BOLERO VEHICLE ON AS AND WHEN NEED BASIS AT PS9 DUMAR FOR OFC MAINTENANCE EXTENDABLE BY 12 MONTHS UPON REVIEW BY USER DEPARTMENT**” with all standard fittings including first aid box, fire extinguisher, overhead carrier etc. with commercial registration and all other necessary permit for use on Company’s duty **at Telecom section ,PS-9 DUMAR, in the state of Bihar on as and when required basis** for a period of **2(Two) years and extendable by 12 months upon review by user department.**

- 1.0 The vehicle will be required to be placed at the disposal of the Company at Oil India Ltd.’s **at Telecom section, PS-9 DUMAR, in the state of Bihar on as and when required basis.**
- 2.0 Bidders interested to provide the services and interested to participate in the above tender are requested to purchase the bid document available in the office of the **Telecom Engineer PS-9 DUMAR** and in the office of **Chief Manager (Contracts), PHQ, Guwahati** against payment of Rs.500/- (Rupees Five Hundred only) only by Demand Draft/Banker’s Cheque/Pay-in-slip, favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Nationalised Bank from **20-12-2016** (from 08.00 A.M. to 10.00 A.M.) during working days (excluding

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

Sundays/Holidays). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

This bid document is not transferable and Bids will be on sale w.e.f **20-12-2016 to 19-01-2017** (during office hours 08 AM to 10 AM). Bidders to submit the hard copy of the bid purchased. **In the event any bidder submits the bid by down loading the same from the OIL website, then the bid must accompany the cost of Bid document by way of a Demand Draft favouring OIL INDIA LIMITED, Payable at Guwahati. Otherwise the bid will be outright rejected.**

**3.0 Bidders to submit an Affidavit (sample copy enclosed) along with their bid in a Court Fee stamp Paper of Rs.20.00, duly attested by a Notary, failing which the bids will be considered as non-responsive and shall be summarily rejected.**

3.1 The company reserves the right to refuse issuance of bid document without assigning any reason thereof.

**4.0 The procedure to submit the bid is as under :**

The bidders must submit their offer in a sealed envelope super-scribing the following details on the right hand top corner:

- i) OIL's Tender Notice No. : \_\_\_\_\_
- ii) Bid closing date : \_\_\_\_\_
- iii) Brief description of item : \_\_\_\_\_
- iv) Bidder's name : \_\_\_\_\_

**5.0 Offers must be addressed to:**

Chief Manager (Contracts )  
Oil India Limited  
Pipe line Head Quarter , Narangi  
P.O.Udayan Vihar,  
Guwahati – 781 171  
Assam

5.1 The sealed envelope containing the bid must be delivered either at the Office of Chief Manager (Contracts) at above address latest **by 13.30 hours (IST)** on the bid closing date. **The bid is to be submitted at Contract Section, PHQ, Guwahati on or before 13.30 Hrs. on 20-01-2017. The bids so received shall be opened on 20-01-2017, at PHQ, Guwahati on 14-00 hours** in the presence of any attending tenderer (s) or their Authorised Representatives. An authorisation letter from the Bidder, who sign the bid must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tender. Only one representative against each bid will be allowed to attend the bid opening. Attending Tenderer(s) & Authorised Representative will have to sign a register evidencing their presence. In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday).

6.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any postal delay or delay because of any other reasons whatsoever.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 7.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 8.0 Modifications to bids received after the bid closing time/date will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.
- 9.0 All entries in the offer must be made in English. **Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.** No overwriting shall be allowed and all corrections must be initiated. The quoted price shall be the net price inclusive of all taxes/charges/expenses. (However taxes, duties, charges etc. considered should also be shown separately). In absence of these details the quoted price shall be considered as net price inclusive of all taxes, duties, charges/expenses for providing the services at the required place/location.
- 9.1 **Bidders are requested quote their rates in the Price Format enclosed as Part-III. Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.**
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated.
- 12.0 **SCOPE OF WORK:** The Scope of work is detailed in Part-I, Clause-1, of the tender document.
- 13.0 **Validity:** Bids must be valid for acceptance for a minimum period of **90 (Ninety) days** from the bid closing date.
- 14.0 **Bid Security**

Bids must be accompanied by bid security for an amount of Rs **10,900.00 ( Rupees Ten Thousand Nine Hundred only)** and shall be in one of the following forms:

- i) A Cashier's Cheque payable to OIL INDIA LIMITED, Guwahati
  - ii) A Bank Guarantee (**as per prescribed Format in Annexure-C**) from any scheduled Indian Bank acceptable to OIL and shall be valid for 30 days beyond the bid validity period
  - iii) A Bank draft in favour of OIL INDIA LIMITED and payable at Guwahati.
  - iv) Cash deposit in OIL's selected banks and submit the pay-in-slip issued by the banker.
- 14.1 Unsuccessful bidder's bid security will be returned soon after the finalization of this enquiry.
- 14.2 Successful bidder's bid security will be returned after receipt of performance security from him/them.
- 14.3 Bid security will not accrue any interest.
- 14.4 The bid security will be forfeited:

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- i) If the bid is withdrawn during the period of validity of bid
- ii) If the bid is altered in whatsoever manner ( price or other conditions) within the validity period of the bid
- iii) If the successful bidder fails to furnish the performance security
- iv) if the successful bidder does not accept the Letter of Award (LOA).

15.0 **Signing of Agreement**

The successful bidder will have to sign an agreement with OIL which will contain the detailed terms and conditions, obligations and responsibilities. Sample agreement enclosed.

16.0 **Performance Security Deposit:**

- 16.1 Successful bidder shall be required to furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** of the estimated contract value as Performance Security Deposit within two weeks of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **three** more months beyond validity of the contract.
- 16.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will invoked either in part or in full.
- 16.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.
- 16.4 The Performance Security will not accrue any interest.

17.0 **Duration of the Contract :**

The duration of the contract will be for **2 (Two) years.**

- 18.0 **Other conditions that will cover the contract are detailed in Part-I, Part-II and Part-III as enclosed herewith. The bidders are requested to examine the said conditions carefully before submission of the bid.**
- 19.0 **Responsiveness of the bids :** for the purpose of determining the responsive of a bid the following Bid Rejection criteria will be considered :

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

**[A] Financial capability: Bidders must have**

- 1. Annual financial turnover as per Audited Annual Reports **in any of preceding three(3) financial years** to be reckoned from the original bid closing date should be at least **Rs. 81,600.00**

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**FOR CONSORTIUM :**

At least one member of the consortium to meet the above criteria of **50%** turnover. The other members of consortium should meet minimum **25%** turnover requirement.

2. **Net Worth should be positive for the preceding financial year.**
3. (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
  - i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth
  - OR**
  - ii) Audited Balance Sheet along with Profit & Loss account.
- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though **FRN (Firm Registration Number)** is not available. However, bidder to provide documentary evidence for the same.

**[B] Experience: Bidders must have;**

Bidder must have relevant experience of successfully carrying out similar nature of job(**similar work means “Providing vehicle services”**) during last 7 (Seven) years to be reckoned from the original bid closing date should be the following :

- (i) Experience of at least one similar work of **Rs 1,35,900.00**

**NOTE-**

(i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

(ii) In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance / service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.

(iii) Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

***Any bid not complying BRC requirements shall be summarily rejected.***

To ascertain the substantial responsiveness of the bid the Company reserves the right to

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

**In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.**

**[C] COMMERCIAL:**

- 1 Bidder shall submit the offer under "**Single Stage" Single Bid System**". Technical bid" and the "Price Bid".
- 2 Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Technical Bid'. **Any bid not accompanied by a proper bid security will be rejected.** Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected.
- 3 Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. **Any bid for which bid security is not received before due Date of Bid Closing will be rejected.**
- 4 Validity of the bid shall be minimum **90 days**. Bids with lesser validity will be rejected.
- 5 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 6 **Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.**
- 7 **Any bid containing false statement will be rejected.**
- 8 **The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.**
- 9 **Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.**
- 10 **Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.**
- 11 Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



- 12 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, 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 or persons who has/have digitally signed the Bid.
- 13 Bidder shall fulfill all the relevant clauses applicable for this Tender.
- 14 **The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.**
- a) Performance Security Clause
  - b) Force Majeure Clause
  - c) Termination Clause
  - d) Settlement of disputes Clause
  - e) Liquidated Damages Clause.
  - f) Acceptance of Jurisdiction and applicable law.
  - g) Tax liabilities clause.
  - h) Insurance clause.
  - i) With holding clause.
  - j) Liability clause.
  - k) Set off clause

[D] Deviation to the following provision of the tender document liable for rejection of Bid:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. ~~Integrity Pact, if applicable~~
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

[E] Bidders have to furnish the followings:-

- 1. NAME OF FIRM
- 2. DETAIL POSTAL ADDRESS
- 3. TELEPHONE NO.
- 4. MOBILE NO.
- 5. E-MAIL ID

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

6. FAX NO.
7. CONTACT PERSON
8. CONTACT PERSON'S CONTACT NO.
9. TAX EXAMPTION CERTIFICATE NO, if applicable. (Self-Attest copy required)
10. CST REGD. NO, if applicable . (Self-Attest copy required)
11. LOCAL SALE TAX REGD.NO if applicable. (Self-Attest copy required)
12. PAN NO. (Self-Attest copy required)
13. VAT REGD.NO, if applicable. (Self-Attest copy required)
14. BANK ACCOUNT NO.
15. BANK ACCOUNT TYPE
16. BANK NAME
17. BANK ADDRESS
18. SERVICE TAX REGD. NO (Self Attest copy required)
19. **P.F.CODE NO. (Self-Attest copy required)**

## 20.0 Evaluation of bids

The Bids will be evaluated as per the Bid Evaluation Criteria (BEC) as stated herein under:

### BID EVALUATION CRITERIA (BEC)

1. Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation.
2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ (i.e. **fixed charge for each type of vehicle per day X No. of days for each respective vehicle as in the SOQ X the Estimated KM indicated in SOQ for respective vehicle** of the tender.
3. Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.
4. **In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders.**
5. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected.

## 21.0 **OPENING OF COMMERCIAL/ PRICE BIDS:**

- 21.1 *Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.3 *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, their bid will be rejected.*

22.0 **EXEMPTION OF TENDER FEE AND EMD:**

- (i) **Micro & small Enterprises (MSME)** ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- (ii) Public Sector Undertakings (PSU) ,**Central Govt. Departments** are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
- (v) **Public Sector Undertakings (PSU) , Central Govt. Departments ,Micro & small Enterprises (MSME)** ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents

23.0 **Other Conditions**

- 23.1 The successful bidder shall be responsible / liable for necessary clearance and any claims thereof which may be required / arise under any of the Government/Statutory regulations, Act, Law, Rules etc. having bearing over obligations under the Contract including engagement of workers directly or indirectly to render the specified services mentioned in the proposed Service Contract.
- 23.2 The successful bidder after signing of the contract will have to obtain the necessary clearances like labour license and certificate relating to the statutory requirement as may be necessary, before issuing the work order.
- 23.3 **Bidder(s) having its office/establishment in and around the location (s) where the service(s) are required will be preferred.**

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

24.0 Other Information /Documents: Bidders are required to furnish the following information with relevant documents wherever necessary:

- (i) Tax Exemption Certificate, if any : Applicable / Not applicable
- (ii) CST registration No. : Applicable /Not Applicable
- (iii) Local sales Tax registration : Applicable /Not Applicable
- (iv) PAN no.( photocopy of the PAN card required)
- (v) Service Tax registration No.
- (vi) VAT registration no. if applicable.
- (vii) Bank account No. With name of Bank, Type of account, Bank address.
- (viii) P.F.Code if applicable.

Non Furnishing of the above information may be liable for rejection of the offer.

25.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years for participation against any tender from the date of detection of such Fraudulent act, besides legal action.

26.0 **Settlement of Disputes**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled either by (i) Mutual Consultation or (ii) through an Outside Expert Committee(OEC) to be appointed by OIL , and cost to be borne by both the parties, in case the mutual consultation fails to arrive at an amicable solution or (iii) through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The **venue of arbitration** shall be **Guwahati**.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

Chief Manager (Contracts)  
For General Manager ( Pipeline Services )

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**PART-I****1.0 SCOPE OF WORK :**

**HIRING THE SERVICES OF SERVICES FOR TATA SUMO/ BOLERO VEHICLE ON AS AND WHEN NEED BASIS AT PS9 DUMAR FOR OFC MAINTENANCE EXTENDABLE BY 12 MONTHS UPON REVIEW BY USER DEPARTMENT** with all standard fittings including first aid box, fire extinguisher, overhead carrier etc. with commercial registration and all other necessary permit for use on **at Telecom section, PS-9 DUMAR, in the state of Bihar on as and when required basis. The vehicle shall be placed within one hrs immediately after telephonic intimation for placement of vehicle.**

- 1.1 The contractor shall be responsible for day to day running and maintenance of the services in an efficient manner.
- 1.2 The contractor shall provide the required manpower like Drivers, supervisors, Helpers etc.
- 1.3 Maintenance of the vehicle shall be provided by the contractor at his own cost to keep the vehicles in sound mechanical and physical conditions.
- 1.4 Employment of drivers, helpers and payment of wages to the drivers of the vehicle provided against the contract shall be the responsibility of the contractor.
- 1.5 The vehicle provided should be covered by a valid comprehensive insurance policy.
- 1.6 The contractor shall be responsible inter-alia for meeting all the statutory requirements under Motor Vehicle Act and other Government regulations, rules, laws etc. during the contract period. Road Tax, Motor Vehicle Insurance Premium etc. for the vehicle provided under the contract should be arranged and paid for by the contractor.
- 1.7 The services of the vehicle(s) provided under the agreement shall be for Company's operation in the state of Bihar, and hence the vehicle must have the commercial number plate with valid all Bihar permit all the time.

**2.0 DURATION OF THE CONTRACT:**

The duration of the contract will be for a period of **2 (Two) Years.**

**3.0 PERFORMANCE SECURITY DEPOSIT :**

- 3.1 Successful bidder shall be required to furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** of the estimated contract value as Performance Security Deposit within two weeks of issue of Letter of acceptance and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee (in the prescribed format enclosed herewith) issued by a Nationalized Bank, and shall remain valid for **3 (Three) more months** beyond validity of the contract. In case the contract is extended the Performance Bank Guarantee will accordingly be extended suitably.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 3.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will be invoked either in part or in full.
- 3.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.
- 3.4 The Performance Security will not accrue any interest.

4.0 **TERMINATION:**

OIL shall reserve the right to terminate the contract in the event (i) the contractor fails to adhere to the specified terms and conditions (ii) when the performance of the contractor is un-satisfactory (iii) major contractual terms and conditions are violated by the contractor including but not limited to safety and other statute requirement (iv) insolvency by the contractor (v) non-requirement of the service (vi) On expiry of the contractual period and notwithstanding the Kilometer done the contract shall stand terminated automatically unless extended as per agreement. Furthermore, this contract may be terminated by either party with 90(ninety) days notice in writing and in that event neither party hereto shall claim or be entitle to any damage or compensation arising on any account whatsoever.

5.0 **PENALTY :**

- 5.1 "PENALTY" means the amount payable by the Transport Supplier in the event of Contractor's default as stated in **clause 1.10** of **Annexure-A** which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

The term "DEFAULT" as stated above means any of the following commissions or omissions by the Transport Supplier or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations :

- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
- b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
- d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-

Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;

- i) Due to inadequate routine maintenance
  - ii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for vehicle(s) and the crew.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s) on any day as per the instruction of the Company's authorized representative/ Engineer and or unauthorized and untimely release of vehicle(s) on any day without prior permission
- h) Non-availability of the vehicle(s) or crew when required by the Company.
- i) Failure on part of the Transport Supplier to discharge his/her obligations as set out in this contract
- k) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

6.0 **PAYMENT TERMS:**

- 6.1 Payment will be made on monthly basis within 30-days from the date of receipt of undisputed bill duly certified by OIL's authorized representatives. The bills to be submitted by the Transport supplier positively by 4<sup>th</sup> day of the subsequent month. For purpose of payment for the services rendered, the Transport supplier shall (a) accept as final the Log Sheets/Statements maintained by the Company (by Company's authorized representative) for day to day running of the vehicle and shall submit information and bills in such a manner as prescribed by the authorized representative of the company from time to time (b) exclude from his monthly bills such Kilometrage are involved on their own account such as garage, service etc.
- 6.2 In addition to above, contractor has to submit the documentary evidences in regards to payment make to driver and helper (if any) as per clause 3 & 4 of Part-III.

\*\*\*\*\*

**Part-II****GENERAL TERMS AND CONDITIONS****1.0 DEFINITIONS:**

In the contract, the various terms shall be interpreted as indicated in **Annexure-A** .

**2.0 OBLIGATION OF THE CONTRACTOR**

Contractor shall, in accordance with and subject to the terms and conditions of the contract

- 2.1 Perform the work of providing the services described in the Scope of Work in a most economic and efficient manner.
- 2.2 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations and as per the terms of the contract. The Company's representative shall not allow / accept those men who are not provided with safety gears as applicable.
- 2.3 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 under takes 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.
- 2.4 The Contractor and his workmen are to strictly observe the safety rules as per relevant Govt. Acts / Rules while executing the work.
- 2.5 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's Engineer/authorized representative shall be final and binding on the Contractor.
- 2.6 The Transport Supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave, uniforms etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the Contract and same, if any, shall have to be borne entirely by the Transport Supplier. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Transport Supplier on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this agreement due to revision in the minimum wages an applicable shall be borne solely by the contractor and deemed to be included in the fixed charge per month. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty.
- 2.7 Allow the vehicle for periodic inspection as and when required by the Company's authorized representative/engineer .

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



- 2.8 The driver of the vehicle must be in possession of a valid Driving License issued by the competent authority authorizing to drive the type of vehicle under the contract agreement.
- 2.9 Details of the driver, like name, address and police verification report shall be submitted to the authorized representative/engineer of the company. The same is applicable for relief drivers also.

**3.0 GENERAL OBLIGATION OF THE COMPANY:**

Company shall, in accordance with and subject to the terms and conditions of this contract pay the contractor for the actual service rendered at the rates specified and/or amended /modified rates as applicable.

- 3.1 Allow the Transport Supplier 48 hours (cumulative) in a month as paid period (fixed Charge only) for servicing and running repair. However, the Transport supplier shall notify the same well in advance.

**4.0 AUTHORITY / POWER OF THE COMPANY'S AUTHORIZED REPRESENTATIVES:**

The authorized representative of the company shall have powers amongst others to:

- 4.1 Order the Transport supplier to remove immediately any cause of unsatisfactory performance of the vehicle and of the service
- 4.2 Order the Transport Supplier to remove /replace by more suitable hands and persons / drivers/ helpers /mechanic or any person if found unsuitable.
- 4.3 Advice the Transport Supplier from time to time such further instructions as felt necessary for the purpose providing proper and smooth/hassle free service as deemed necessary by the Company.
- 4.4 Certification of daily Log sheets
- 4.5 Authentication of monthly kilometerage statement cum bill
- 4.6 In case during the period of contract it is found that the Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the contractor shall be debarred for a period of 3(three) years for participation against any tender from the date of detection of such Fraudulent act, besides legal action.

**5.0 SPECIAL CONDITIONS**

- 5.1 All statutory taxes/levies by the Central, State Government or any other competent authority from time to time will be borne by the Transport supplier and the amount specified in the contract is inclusive of all tax liabilities. In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company shall be final and binding on you..
- 5.2 The vehicle shall at all times be insured against all risks.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

5.3 The Transport supplier shall ensure that the vehicle provided shall be free from all financial and legal complications and encumbrance.

5.4 The speedometer and Kilometer record must be maintained at a very high standard of accuracy.

6.0 **SETTLEMENT OF DISPUTES**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled either by (i) Mutual Consultation or (ii) through an Outside Expert Committee (OEC) nominated by OIL. The cost towards the OEC shall be borne by both the parties. in case the mutual consultation fails to arrive at an amicable solution or (iii) through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be **Guwahati**.

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**Part -III****SCHEDULE OF SERVICES AND RATES****DESCRIPTION OF SERVICES**

- 1.0 **HIRING THE SERVICES OF SERVICES FOR TATA SUMO/ BOLERO VEHICLE ON AS AND WHEN NEED BASIS AT PS9 DUMAR FOR OFC MAINTENANCE EXTENDABLE BY 12 MONTHS UPON REVIEW BY USER DEPARTMENT** vintage not older than **3(Three) years**, with all standard fittings including first aid box, fire extinguisher, overhead carrier etc. with commercial registration and all other necessary permit for use on **as and when need basis**.

- 2.0 For the services rendered the Transport supplier is entitle for payment at the following rates,

Sl.No.	Description of duty hours/service	Unit	Quan- tity	Unit Rate Rs.	
				In Figures	In Words
10	Fixed charges / day of vehicle ( 12 hours)	DAY	240		
20	Running charges per KM	KM	31,200		
	Total Amount Rs.				

- 1.0 The above rates are inclusive of all operating /running expenses, monthly **wages of driver** engaged, road tax and other statutory Government duties in connection with operation of the services.
- 2.0 The rates are inclusive of all Taxes (VAT, etc.) and duties as applicable **but excluding Service Tax**.
- 3.0 The rates are inclusive of all liabilities including statutory liabilities.
- 4.0 The above rate shall remain firm throughout the tenure of the contract including one year extension. However, the following exceptions will be applicable :
- In case of any statutory increase/decrease in VAT/ Govt Taxes & Duties over the rate prevailing on the date of tender opening will be reimbursed upon claim and production of documentary evidence issued by competent authority in this regard. Correspondingly in the event of any decrease, such amount will be deducted from outstanding dues of the Transport supplier.
  - The running cost ( per KM Run) will Increase/decrease whenever there is an increase / decrease in the cost of fuel (Diesel/Petrol) over the rates as on date of tender opening i.e **20-01-2017**. The adjustment of increase/ decrease in rate will be applicable only when the variation of the cost of fuel exceeds **5 % plus or minus on either side**. For

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

assessing increase / decrease in rates on account of fuel price increase/decrease, the consumption rate will be taken as **per policies of the Company.**

5.0 Expenses related to parking of vehicle in Municipality area, airport, railway/bus station etc. and toll taxes, while in Company duty, will be reimbursed by company on submission of documentary evidence

6.0 **SPECIAL TERMS AND CONDITIONS :**

- a) Fixed Charge per day is applicable for 12 hours duty
- b) Charge for Per KM run indicated in SOQ for each type of vehicle is tentative only.
- c) Overtime (OT) for drivers, if used beyond 12hrs, will be paid extra @ **Rs. 20.00 per hour .**
- d) Halting charge @ **Rs. 75/- per day** is payable only if the vehicle is used/operates beyond the jurisdiction of the **PS-9,DUMAR.** In such a situation **OT will be paid beyond 18 hrs.**
- e) The quoted rate should be inclusive all taxes and duties and driver wages etc.
- f) In case of breakdown on duty because of whatsoever reason , no fixed charge will be paid and in addition penalty as applicable will be levied, if immediate replacement of vehicle in not made .
- g) The quoted rate shall remain firm throughout the tenure of the contract.
- h) The vehicle should be mechanically and physically fit to undertake the job and must have the required permits and fitness certificate.
- i) Parking / Toll fee etc. if any, will be reimbursed to the Contractor on actual on documentary evidence.
- j) **Transport Supplier's rates have been based on the following conditions (and the Transport Supplier shall not be entitled to any additional payment of any account save and except for circumstances specifically stated hereunder).**

1. The service to be rendered shall be on hire basis on the rates specified. The period of hire of the vehicle under this Agreement will be 2 (two) years extendable to another 1 (one) year subject to good condition of the vehicle & satisfactory service.

2. The vehicle to be offered for the service shall comprise of:-

(i) 1(one) No Sumo/Bolero (5 Seaters), Make Tata or equivalent, diesel driven vehicle , standard design running on diesel bearing commercial number plate and all BIHAR permit covering the state of BIHAR and West Bengal.

(ii) An acceptable replacement will have to be provided in case of regular vehicle withdrawn from duty.

**3. Vintage not earlier than 01.06.2014.**

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

4. The vehicle shall at all times be owned by an duly registered ( at Transport Supplier's cost) in the name of Transport Supplier by appropriate Govt. authority.
5. The vehicle shall at all times be licensed (at Transport Supplier's cost) by appropriate Govt.authority to ply on service agreement basis in all areas of Company's activities particularly in BIHAR to carry 5 passengers excluding driver (necessary subsequent renewal of the license on due date to be made by the Transport Supplier).
6. The Vehicle shall at all times be INSURED by the Transport Supplier against all risks at his cost.
7. The right of the Transport Supplier to place the vehicle in the service of the Company shall be free from all financial and legal complications and encumbrances and should there be any interruption on Company's service due to such complications, the Transport Supplier shall on deemed fully compensate the Company the loss incurred by the later.
8. The Transport Supplier shall bear all other expenditure in way of fulfilling the statutory obligations of the Central and State Govt. during the period of validity of the service Agreement subject only, to entitlement for reimbursement under Clause IV hereunder.
- 9(a) The Transport Supplier shall provide all fuel, lubricant, spare parts etc. that may be necessary to run the vehicle on Company's work.
- (b) The vehicle has to be maintained in tip top running condition during the period of contract.
- (c) With advance notice given to Company, the Transport Supplier will be allowed one day in a month as paid day (Fixed charge) only for servicing and running repairs to vehicle.
10. The Transport Supplier shall provide at his cost all labour (including necessary facilities thereof) for operating the service, i.e. Driver, Mechanic, Supervisor, Clerk, Chowkidars etc.

**NOTE :**

- (a) **12 hrs. duty will be considered from the time the vehicle is used, irrespective of the time of the day (Morning/Evening /Night) .**
- (b) **The quantity shown are tentative only and for the purpose of Bid Evaluation only and payment will be on actual use basis only.**

**\*\*\*\*\***

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**SAFETY MEASURES & COMPLIANCE FORMAT**

To  
GENERAL MANAGER (PLS)  
OIL INDIA LIMITED  
GUWAHATI

**SUB: SAFETY MEASURES**

**Tender No : : GCT 3273 P17**

**Description of work/service: HIRING THE SERVICES OF SERVICES FOR TATA SUMO/ BOLERO VEHICLE ON AS AND WHEN NEED BASIS AT PS9 DUMAR FOR OFC MAINTENANCE EXTENDABLE BY 12 MONTHS UPON REVIEW BY USER DEPARTMENT**

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Dated\_\_\_\_\_

M/s\_\_\_\_\_

For & On Behalf Of Contractor

\*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

ANNEXURE -ADEFINITIONS

In this contract, unless the context otherwise requires:

- 1.1 "AGREEMENT" means this service agreement.
- 1.2 "AREA OF OPERATIONS" means the Company's oilfield operations in the State of **Bihar**.
- 1.3 "BASE STATION" means the pump station under which the vehicle(s) shall be used, which may be changed at the discretion of the Company.
- 1.4 "COMPANY" means Oil India Limited.
- 1.5 "COMMENCEMENT OF SERVICE" means the date of commencement as mentioned in the work order under this Agreement.
- 1.6 "COMPANY's Authorised Representative / Engineer" means **General Manager (PLS)** or his nominee
- 1.7 CREW: Means Supervisors, operators, Drives, Handymen/ Helper(s)/Jugalees attached to the vehicle(s).
- 1.8 "DUE DATE OF PLACEMENT" means the date and time when the Company's authorized person telephonically advise the contractor to place the vehicle.
- 1.9 "DRIVER / OPERATOR" means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License and P.S.V. Badge issued by the Regional Transport Authority/competent authority.
- 1.10 "DEFAULT" means any of the following commissions or omissions by the Transport Supplier or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations :-
  - a) Delay in initial placement of vehicle(s) beyond the stipulated date;
  - b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
  - c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
  - e) Non-possession of valid permits and licenses for the crew and vehicle(s)
    - i. Non-supply of fuel;
    - ii. Non-availability of the vehicle(s) or crew when required;
    - iii. Failure on part of the Transport Supplier to discharge his/her obligations as set out set out in the agreement.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



- i) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- 1.11 "FIXED CHARGE PER MONTH" means the fixed charge per month payable by company which is inclusive of depreciation all applicable taxes & duties including VAT, insurances, wages and other emoluments of Operator/Driver(s) / Helper(s) /Jugalees and other operation staff/crew.
- 1.12 "INSURANCE" means comprehensive insurance of the vehicle(s) and shall include insurance of the crew and passenger(s).
- 1.13 "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:-
- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s) / operator(s).
  - b) Registration Book(s) with endorsement of Road Tax.
  - c) Permits for plying the vehicle(s) for commercial purpose as may be required.
  - d) Road permits
  - e) Fitness Certificate
  - f) Inner line permit(s) where ever applicable.
  - g) Comprehensive insurance certificate(s) both for vehicle(s) as well as Crew and passenger(s).
  - h) Any other as required under law in force;
  - i) Pollution
- 1.14 "RUNNING CHARGE PER KILOMETER" means the rates payable against each KM run. and shall be deemed to include all the expenditures of the Transport Supplier viz., cost of fuel, tyre/tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved including VAT element as applicable towards movement of the vehicle(s)/equipment.
- 1.15 "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 Vehicle Act, 1988,
  - b) The Motor Transport Worker's Act, 1961,
  - c) The Contract Labour (Regulations & Abolition) Act, 1970,

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 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 & Industrial Disputes Act, 1947
- h) Industrial Employment (Standing Order Act, 1946)
- i) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- j) Payment of Wages Act, 1936
- j) Any other Act as applicable from time to time.

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

- 1.16 (a) "TAXES AND DUTIES" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee, VAT for vehicle(s) and crew etc. as may be due and payable by the Transport Supplier entirely at his/her own cost towards operation of the services envisaged under this agreement.
- (b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Transport Supplier 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.

\*\*\*\*\*

ANNEXURE – BFORMAT FOR COURT AFFIDAVIT

(To be submitted along with bid in court stamp paper of ` 20/-)

In the Court of the Magistrate at.....

Date.....

I, Sri/Smt \_\_\_\_\_ S/o/D/o/W/o\_\_\_\_\_

Sri/Late\_\_\_\_\_ by religion\_\_\_\_\_ aged\_\_\_\_\_ years, by  
occupation\_\_\_\_\_ resident of\_\_\_\_\_P.S.\_\_\_\_\_ Dist\_\_\_\_\_ State\_\_\_\_\_ to hereby solemnly  
affirm and declare an oath as follows:-

01. That the deponent is permanently residing at the above address with the family members.
02. That the deponent is not an OIL employee in service or dependant of OIL employee in service.
03. The deponent has not submitted any other application as a Proprietor or Partner of any other firm or against the name of deponent against the Tender Notice No.....  
**dated .....**
04. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
05. That the deponent is sole proprietor of M/s \_\_\_\_\_ of \_\_\_\_\_ (if applicable) participating in the **T. Notice**  
**No\_\_\_\_\_dated \_\_\_\_\_.**
06. That the deponent has own Bank account No \_\_\_\_\_ at \_\_\_\_\_  
Branch
07. That the deponent desires to submit a bid for supply of \_\_\_\_\_  
\_\_\_\_\_
08. That the deponent's communication address is not the same with any OIL's quarters/settlement area/premises etc.
09. That the deponent will abide by the rules and conditions of the said contract basis of Oil India Limited, Pipeline Headquarters, Narengi, Guwahati-781171, Dt. Kamrup, Assam.

Company: \_\_\_\_\_

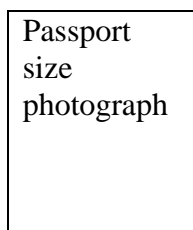
Contractor : \_\_\_\_\_

10. That the deponent has fully understood & accepted the rates, terms and conditions of the above tender and is also fully convergent with the general terms and conditions of Transport Service contracts and agrees to abide by the same throughout the entire contractual period (including any extension to the contract being granted by OIL).

The above statements from Para 1 to 10 are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false/incorrect the award of contract if selected shall be cancelled and Company is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smti \_\_\_\_\_ sign as \_\_\_\_\_



Passport size photo affixed herewith

Introduced by:

Advocate,.....

Deponent

Signed and sworn before me by the above named deponent on being identified by Sri \_\_\_\_\_ Advocate \_\_\_\_\_ on \_\_\_\_\_.

NOTARY

\*\*\*\*\*  
\_\_\_\_\_

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

ANNEXURE-C**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

To:

M/s. OIL INDIA LIMITED,  
(**CHIEF MANAGER -CONTRACTS**)  
Oil India Ltd. Pipeline Headquarter  
Narangi, Guwahati-781171

WHEREAS \_\_\_\_\_ (Name and address of Bidder) (hereinafter called "Bidder") desires to participate against your Tender No. \_\_\_\_\_ to execute \_\_\_\_\_ (Brief Description of the Work) (hereinafter called "the Tender").

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Bank Guarantee as security for compliance with bidder's obligations in accordance with the terms and conditions of the Tender.

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Bidder, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies as desired by you and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at 1 month after Bid Validity date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date ..... \_\_\_\_\_

Place \_\_\_\_\_

\*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

ANNEXURE-DFORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. OIL INDIA LIMITED,  
(CHIEF MANAGER -CONTRACTS)  
Oil India Ltd. Pipeline Headquarter  
Narangi, Guwahati-781171

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

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

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

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date ..... \_\_\_\_\_

Place \_\_\_\_\_

\*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**ANNEXURE - E**

**DRAFT AGREEMENT COPY**  
**(To be executed by the successful Bidder)**

This AGREEMENT is made on the ..... day of .....

**BETWEEN**

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “**COMPANY**” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

**AND**

M/s. ...., having its address ..... hereinafter called the “**CONTRACTOR**” or “**Transport Supplier**” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

**WHEREAS**

- A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ **hiring the services of a vehicle( not older than 3 years ) of type** ....., and has issued an enquiry under reference No..... dated ....., containing the Schedule of Works, Terms and Conditions,
- B. M/s. ...., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided, local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

**WHEREAS**, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated \_\_\_\_\_), issued the “Letter of Award” under reference \_\_\_\_\_ dated \_\_\_\_\_.

**Whereas**, the Contractor has accepted Company’s Letter of Award vide their letter \_\_\_\_\_

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
- (a) The Tender Document No.....dated ....., inter-alia providing the Instruction to the bidder, General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.
- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
- (c) The contractors letter dated ..... ( after price negotiation) if any .

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

(d) The Company's Notification of Award vide Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.

(e) **Part-I, II & III** hereto.

(f) **Annexure – A** hereto

iii) The rates payable for the job will be as indicated in **Part-III**

iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service, the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said

service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.

v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and  
On behalf of Company

Signed and Delivered for and  
on behalf of Contractor

(Oil India Limited)

( )

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

\*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



**ANNEXURE-F**

**UNDERTAKING BY BIDDER**  
**(To be submitted along with bid)**

This is to confirm that I/we have read the bid document comprising various clauses in Part-I, II III,IV, and Annexure-A, and have fully understood the nature of services required and we agree to the terms and conditions with following deviations and in consideration of all have submitted our bid.

Deviation Statement if any: Yes/ No (Strike out which is not applicable)

If, yes, details there of:

Date :

Signature of Bidder with Seal

\*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_