



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

**Materials 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: 12.09.2013

**FORWARDING LETTER**

**Tender No. : CJI1095P14**

**Sub: Hiring of services of Tractor Trailer Unit with driver and helper**

- 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.
- 2.0 OIL invites your competitive bid for hiring of services of Tractor Trailer Unit with driver and helper on call out basis (as and when required) for period a period of one (01) year with a provision of extension by another one (01) year at the same rates, terms and conditions. The trailer should have 20/25 MT capacity, Ashok Leyland Tuskar Turbo Tractor 3516 Model OR Equivalent Tata Make (Wheel Base 3023 mm) semi low bed/ low bed tractor trailer along with necessary fittings (registered not earlier than 01.01.2011). Tractor Trailer will be mostly utilized for transportation of Drilling consumables OR Production Materials from Hamira Stores of OIL.
- 3.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:
  - i) OIL's Tender No. : CJI1095P14 dated 12.09.2013
  - ii) Tender Fee : ` 2,000.00 (PSUs and SSI Units registered with NSIC are exempted).
  - iii) Type of Bid : **Single Stage Composite Bid System**
  - iv) Bid Closing Date & Time : 29.10.2013 at 11.00 hrs (IST)
  - v) Bid Opening Date & Time : 29.10.2013 at 15.00 hrs (IST)
  - vi) Bid Opening Place : Office of Chief Manager (M&C), Oil India Limited, Jodhpur, Rajasthan
  - vii) Amount of Bid Security : ` 1,35,200.00 (Non- interest bearing)
  - viii) Amount of Performance Security : 2.5 % of the Estimated Contract Value
  - ix) Mobilization Time : Within Five (05) days from the date of issue of notice for mobilization.

x) Duration of Contract : One (01) year with a provision of extension by another one (01) year at the same rates, terms and conditions.

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

**(T.K. GUPTA)**  
**CHIEF MANAGER (M&C)**  
**FOR GROUP GENERAL MANAGER (RP)**

## SECTION – I

### INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI1095P14 dated 12.09.2013
- 1.2 Bid Closing Date : 29.10.2013  
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : ` 2,000.00
- 1.4 Bid Security : ` 1,35,200.00 (Non- interest bearing)
- 4.0 **Description of Services:** Hiring of services of Tractor Trailer Unit with driver and helper on call out basis.
- 5.0 **Location of Work:** Transportation of materials from OIL's Hamira Stores, Hamira, Jaisalmer to various locations within state of Rajasthan.
- 4.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) alongwith the non-refundable Tender Fee (excepting PSUs and SSI Units registered with NSIC) in the form of a Demand Draft/Banker's Cheque/ Cashier's Cheque in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE ,SARASWATI NAGAR, BASNI, JODHPUR -342005, RAJASTHAN (INDIA) between **25.09.2013 and 22.10.2013** i.e. one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website [www.oil-india.com](http://www.oil-india.com).
- 5.0 OIL reserves the right to refuse issue of Pass Word 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.
- 6.0 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](http://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.

1.1 Prospective Bidders may interact with Company's Materials & Contracts Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

#### **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 Security

- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Terms & Conditions (Section –III)
- (e) Special Conditions of Contract (Section-IV)
- (f) Bid Form & Price Schedule Details (Section-V)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VI)
- (h) Sample Form of Agreement (Section-VII)
- (i) The Bid Security Form (Section- VIII)
- (j) The Performance Security Form (Section- IX)
- (k) Integrity Pact document (Annexure – I)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining labor license (Appendix-B)

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

#### 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 uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, shall be intimated about the amendments through e-mail/fax/courier etc. 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 under single stage composite bid system i.e., only a single Techno-Commercial Bid comprising of the following documents.

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – VI.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – VI .
- (v) Bid Form & Price Schedule Details as per Section – V and Proforma – II of Section VI.
- (vi) Duly Signed **Integrity Pact** as per **Annexure –I**
- (vii) All other Annexure, Proforma and Documents as required in the Tender

### **6.0 BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide as per Section – V and Proforma – II of Section VI respectively.

### **7.0 BID PRICE:**

7.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per format (Proforma – II of Section VI) available in OIL's E-Portal.

7.2 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.

7.3 **Bidder must note that Service Tax will be extra to OIL's Account. However, applicable service tax must be indicated separately.**

All other duties and taxes including Corporate income taxes 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.

### **8.0 CURRENCIES OF BID AND PAYMENT:**

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

## 9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

These are listed in Bid Rejection Criteria vide Section – VI of the Bidding document.

### 10.0 BID SECURITY:

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number (CJI1095P14) and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 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 10.8 below.
- 10.4 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-IX for the format) and valid for **60 days beyond the validity of the Bid**. The bank guarantee/Letter of Credit 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/ Bankers Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 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.**

11.0 PERIOD OF VALIDITY OF BIDS:

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

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

**C. SUBMISSION OF BIDS:**

13.0 ONLINE SUBMISSION:

13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.

13.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the "un-priced" bid folder.

13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of "Class-3" with Organization name, the bid will be rejected.

13.5 The Tender is invited under SINGLE STAGE COMPOSITE -BID SYSTEM. Therefore, the Bidder has to submit both the "TECHNICAL" and "COMMERCIAL" bids through electronic form in OIL's e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical

Specifications defined in the Tender and the Commercial Bid as per the online Commercial Bid Format.

- 13.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFX Response-> User -> Technical Bid Tab Page only. Please go through the help document provided in OIL's e-Portal in details before uploading the document.

**NB** : All the Bids must be digitally signed using "Class-3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 13.7 **The Integrity Pact is applicable against this Tender.** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-I** to the Tender Document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the Bidder (alongwith their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. **Bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the Bidder shall be rejected straightway.** Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid

- 13.7.1 OIL has appointed Shri N. Gopaldaswami, Ex-CEC and Shri R.C. Agarwal, IPS (Retd) as Independent Monitors (IEMs) for a period of three (3) years to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to this Invitation for Bid (IFB).

- 13.8 Rates/Prices must be quoted/maintained in the "online price schedule" only. OIL will consider the rates/prices quoted in the "online price schedule" only.

- 13.9 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A-District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Other documents required to be submitted in original as per tender requirement, if any.

- 14.0 **DEADLINE FOR SUBMISSION OF BIDS :**

- 14.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.



- 14.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.
- 15.0 EXTENSION OF BID SUBMISSION DATE/TIME:
- 15.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.
- 15.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.
- 16.0 FORMAT OF BID SUBMISSION:
- 16.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 16.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 16.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.
- 17.0 LATE BIDS:
- Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.
- 18.0 MODIFICATION AND WITHDRAWAL OF BIDS :
- 18.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 18.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.
- 18.3 Bids should not be withdrawn during 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.
- 19.0 BID OPENING AND EVALUATION
- 19.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, 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.

- 19.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 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.
- 19.3 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.
- 19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 19.5 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.
- 19.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 19.7 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.
- 19.8 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.
- 19.9 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.
- 19.10 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.

20.0 EVALUATION AND COMPARISON OF BIDS :

The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Proforma-II, Section- VI) of the tender document to establish inter-se-ranking of bidders.

21.0 CONTACTING THE COMPANY :

21.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

21.2 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**

22.0 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.

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

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

24.0 NOTIFICATION OF AWARD:

24.1 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.

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

25.0 PERFORMANCE SECURITY:

25.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (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 – IX) or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

25.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to 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.

- 25.3 Failure of the successful bidder to comply with the requirements of para 25.1 or 25.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

#### INVOCATION OF PERFORMANCE BANK GUARANTEE

- 25.4 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.
- 25.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

#### 26.0 SIGNING OF CONTRACT:

- 26.1 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.
- 26.2 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 TERMS AND CONDITIONS

- 1.0 **SCOPE OF WORK:** The Transport Service Provider shall provide services with one(1) long semi low bed/low bed **Tractor Trailer Unit of 20/25 MT capacity** along with drivers and helpers for transferring drilling consumables, production materials and other items from OIL's Hamira Store, Hamira, Jaisalmer to its various drilling/production locations on call out (as and when required) basis as detailed in Proforma-II (Schedule of Service/Rates) of Section-VI of this tender with running/operating cost including fuel and lubricants, overhead expenditure, pay of drivers and everything necessary for day-to-day running and maintaining the services in an efficient and adequate manner including all labour, supervision, spare parts, tools, accommodation for staff, office and vehicle etc. The vehicle(s) must be in good running condition (**registered not earlier than 01.01.2011**) and comply with Motor Vehicles Act which includes provision of First Aid Box, Fire Extinguisher, safety belts etc. The Transport Service Provider shall be responsible for all Central / State Govt. and local taxes, Fees, Insurance, Capital Investment, Operating Expenses etc. and the rates shall be inclusive of all such and similar charges. The rates shall also be inclusive of all incidental and contingent operations which, although not specifically mentioned in the service contract, are necessary for the performance of the service in a satisfactory manner and up to the desired standard. **The Transport Service Provider must note that their quoted rates are exclusive of Service Tax component. Service Tax as applicable will be extra to OIL's Account.**
- 2.0 **MAKE & MODEL OF TRACTOR TRAILER :** The capacity of the Tractor Trailers should be of minimum **20/25 MT**. Make of the trailer(s) should be either **Ashok Leyland Tuskar Turbo Tractor 3516 Model or equivalent TATA make** (Wheel Base 3023 mm), Semi Low Bed/Low Bed Tractor Trailer along with standard/necessary fittings. The tractor trailer to be provided during transfer of materials/equipment must be in Good Working Condition and registered (**not earlier than 01.01.2011**) preferably in the name of the firm or in the name of the owner of the firm or the owner of the firm should produce an undertaking from the owner of the Tractor Trailers for providing the necessary services of the Tractor Trailer if this is not registered in the name of the firm or owner of the firm
- 3.0 **MOBILISATION:** The Transport Service Provider shall have to place his/her Tractor Trailer **within 05 (five) days** from the date of issue of Notice from the Company on as and when required (call out) basis.
- 4.0 **LIQUIDATED DAMAGES:** The Transport Service Provider shall provide the service of the Tractor Trailer with driver and helpers by placing the same within 05 (five) days from the date of issue of notice from the Company. If the trailers fails to report/mobilize as per written notice from the Company from time to time in consistent with the contractual provisions, Liquidated Damages will be levied at the rate of **1.5 times** of the Standby Charges per day rate per trailer till the date of actual report subject to maximum of 7.5% of the total evaluated value of the Agreement.
- 5.0 **PENALTY:** If any trailer breaks-down/shuts-down with load on the way, the Transport Service Provider will be responsible to shift the load from the shutdown trailer to other trailer including loading & unloading at their cost for safe transfer of the materials. If any trailer is shut down for more that 12(twelve) hours and replacement trailer is not provided

by the Transport Service Provider, then a penalty at the rate of **2.0 (two) times** the Standby Charges per day per trailer will be levied.

**6.0 FORCE MAJEURE:**

6.1 In the event of either party being rendered unable by “Force Majeure” to perform any obligation required to be preformed by them under this 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 Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

6.2 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 support of its claim.

6.3 Should “Force Majeure” condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the Agreement if such “Force Majeure” condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the Agreement even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to.

**7.0 TERMINATION:**

**7.1 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).

**7.2 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.

**7.3 TERMINATION ON ACCOUNT OF INSOLVANCY**

In the event that the Transport Service Provider at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of his/her assets for the benefit of the creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Transport Service Provider’s right and privileges hereunder, shall stand terminated forthwith.

**7.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE**

If the Company considers that, the performance of the Transport Service Provider is unsatisfactory, or not up to the expected standard, the Company shall notify the Transport Service Provider in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Agreement by giving 10 (ten) days notice in writing to the Transport Service Provider, if the Transport Service Provider fails to comply with the requisitions contained in the said written notice issued by the Company.

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

In case the Transport Service Provider’s rights and/or obligations under the Agreement and/or the Transport Service Provider’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.

**8.0 CONSEQUENCES OF TERMINATION:**

8.1 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.

8.2 Upon termination of the Agreement, the Transport Service Provider shall return to the Company all of the Company's items, which are in Transport Service Provider's possession at the time.

8.3 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 10(ten) days written notice to the Transport Service Provider due to any other reason not covered under the above clauses from 9.1 to 9.5 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Transport Service Provider except for payment for service charges and other charges as per the Agreement up to the date of termination.

8.4 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Transport Service Provider with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Transport Service Provider shall have to demobilize his/her personnel and materials from the site, after handing over the company items, information, records etc. to the Company Representative.

9.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's representative shall be final and binding on the Transport Service Provider.

10.0 **PAYMENT** : The Company shall make monthly payment, subject to adjustment/deduction as necessary, for the service rendered in each calendar month and will endeavor to pay before the expiry of 30 (thirty) days from the date of submission of complete monthly statement –cum-bill for the month on the basis of accepted rates as mentioned in Proforma-II of Section-VI of the Agreement provided bills (which are to be submitted by the Transport Service Provider once a moth) are received not later than the 4th day of subsequent calendar month.

13.0 **DURATION OF THE AGREEMENT:** The duration of the Agreement shall be for a period of 01 (one) year with a provision for extension by another 01(one) year at the same rates, terms and conditions at the option of the Company depending upon the operational requirement.

**14.0 ADDRESS FOR CORRESPONDENCE:**

Any notice required to be given under this Agreement including all correspondence shall be addressed to the respective parties at their given address. Any change in address shall

be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address.

**COMPANY**

OIL INDIA LIMITED  
2- A, DISTRICT SHOPPING CENTRE  
SARASWATI NAGAR  
BASNI,  
JODHPUR-342005, RAJASTHAN  
Fax No. 0291- 2727050  
Email – mat\_rp@oilindia.in

**CONTRACTOR**

15.0 In case of any doubt or dispute arising under this Agreement the decision of the Company's representative shall be final and binding on the Transport Service Provider.

16.0 "**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

17.0 "**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.

1. The Motor Vehicle Act, 1988,
2. The Motor Transport Worker's Act, 1961,
3. The Contract Labour (Regulations & Abolition) Act, 1970,
4. The Minimum Wages Act, 1948,
5. The Employees Provident Fund & Miscellaneous Act, 1952,
6. The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
7. The Workmen Compensation Act, 1923 &
8. Industrial Disputes Act, 1947

17.1 The Transport Service Provider shall undertake to fully indemnify the Company against any and all claims which may arise due to above Act/ or Statutes (para 17.0 above) having bearing over the service and / or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.

18.0 **ARBITRATION:**

18.1 The Transport Service Provider and the Company shall make every effort to resolve amicably by direct informal negotiation and disagreement arising between them under or in connection with the Agreement.



- 18.2 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 Transport Service Provider and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act and Conciliation Act, 1996 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.
- 19.0 **AMENDMENTS:** Amendments to any terms and conditions of the Agreement, if any, shall be carried out only through an Amendment to Agreement duly signed by authorized representative of the Company and the Transport Service Provider.
- 20.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 21.0 Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in **Appendix-B**.
- 22.0 **SET OFF CLAUSE :**
- 22.1 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).

**(END OF SECTION – III)**

## SECTION – IV

### SPECIAL CONDITIONS OF CONTRACT

#### **CLAUSE – I :**

Rates specified in Part-II of this tender document are deemed to have been based on the following conditions and the Transport Service Provider shall not be entitled to any additional payment on any account.

1. The services to be rendered shall be on hire basis as per the rates specified in Proforma-II of Section-VI. The period of hire of the vehicles under this Agreement will be for a period of 01 (one) year with a provision for extension of another 01(one) year at the same rates, terms and conditions.
2. The Tractor Trailer shall be equipped with all standard fittings, instruments etc. and conform to the provisions of Motor Vehicles Act including Insurance coverage, Fitness Certificate, Registration Certificate etc.
3. The Tractor Trailers shall at all times be licenced (at the Transport Service Provider's cost) by appropriate Government Authority to ply on contract basis in Jodhpur, Barmer, Jaisalmer, Bikaner & Sriganaganagar District of Rajasthan State and any other surrounding state/areas of the Company's activities as determined by the Company.

#### **CLAUSE – II:**

- 1.0 The speedometer and kilometer record must be maintained at a high standard of accuracy. Any defects noticed by Company's officer at the initial and subsequent periodical inspection shall have to be rectified forthwith by the Transport Service Provider at his cost. Until such rectification, the reading of the instrument will be subject to such correction factors as determined by the Company Officers. For the purpose of monthly payments, corrected reading of the various records, if such corrections are deemed necessary will be binding on the Transport Service Provider.
- 2.0 In the event any Tractor Trailer becoming out of order, or otherwise not available, a relief equivalent Tractor Trailer shall be placed in service immediately as substitute. In the event of failure on the part of the Transport Service Provider, liquidated damages will be payable by the Transport Service Provider as specified in this tender document. Also, the Company has the right to make alternative arrangement and additional expenditure incurred by the Company in arranging alternative arrangement, if any, will be recovered from the Transport Service Provider .
- 3.0 The driver of the Tractor Trailer provided against the Agreement must be in possession of valid professional driving licence authorizing him to drive the particular type of vehicle in the manner required under the Agreement. Name of the driver with full particulars of driving licence shall be furnished to the Company at the commencement of the Agreement and also on every occasion when a driver is required to be replaced for any reason.
- 4.0 Drivers, when operating the Tractor Trailers, must be in a fit physical and mental condition and shall not be under the influences of intoxication of any type.
- 5.0 All persons employed by the Transport Service Provider under the Agreement must

observe

- a) All the rules promulgated by Rajasthan State Administration from time to Time for working in Rajasthan.
  - b) While working inside the declared prohibited areas, if any person is found to be objectionable from security considerations, the person must be replaced by the Transport Service Provider.
- 6.0 During the currency of the Agreement while on duty on call basis, the Transport Service Provider shall not withdraw the Tractor Trailers on Company Duty from service for any other purposes (except in connection with repairs).
- 7.0 All standard safety devices fitted to the Tractor Trailers should be in working condition.
- 8.0 The Transport Service Provider will make all arrangements for fueling/servicing/repairing of the Tractor Trailers, boarding and lodging of his/her staff at his cost.

\*\*\*\*\*  
**(END OF SECTION – IV)**

**SECTION - V**  
**BID FORM AND PRICE SCHEDULE DETAILS**

**(A) BID-FORM**

Date :  
Tender No. : CJI1095P14  
(Insert Bidder's name and address)

Gentlemen,

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

We undertake, if our Bid is accepted, to mobilize Tractor Trailer Unit with Driver & Helper within Five (05) days from the date of notice for mobilization from Company on as and when required (call out) basis.

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 2.5% of the estimated contract value for the due performance of the Contract.

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

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

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

Dated this ..... Day of ..... 2013

-----  
(Signature)

-----  
(in the capacity of)

Bidder's Name :  
Bidder's Address :

**(B) PRICE SCHEDULE DETAILS :**

Bidders must quote their rates strictly as per format provided in Section – VI vide PROFORMA-II.

**(END OF SECTION – V)**

## SECTION - VI

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

#### **A. BID REJECTION CRITERIA (BRC):**

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

#### **1.0 TECHNICAL:**

1.1 Bidders must confirm in their offer that they are in apposition to mobilize the Tractor Trailers as requisitioned by the Company from time to time within 05 days (120 hrs.) of notice. Otherwise their offers will be rejected.

1.2 The Bidder should have experience and expertise in transport business, particularly in Heavy Transport Vehicles. During last seven years calculated upto the scheduled bid closing date, the bidder must have successfully carried out at least one similar job. Bidder's experience of having successfully completed similar works during last seven years (ending last day of the month previous to the month of bid closing date) should be either of the following:

- (i) One similar completed works each costing not less than ` 54.08 lakhs.  
**Or**
- (ii) Two similar completed works each costing not less than ` 33.80 lakhs  
**Or**
- (iii) Three similar completed works each costing not less than ` 27.04 lakhs

Note: Documents establishing successful execution of contracts as above must be submitted alongwith the bid, failing which the offer will be rejected. These documents should be in the form of copy of contract/work order and completion certificate/payment certificate issued by the client.

1.3 The bidder must have a minimum average annual turnover of Rs 20.28 lakhs during last three completed financial years. Bidder must provide copy of their Balance Sheet and audited profit & loss account in support of their eligibility in this regard.

1.4 Conditional offers will be rejected.

1.5 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide ANNEXURE-I of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's competent signatory. The Proforma has to be returned by the bidder duly signed by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. Any bid, not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway. All the pages of the Integrity Pact to be signed by bidders's authorized signatory who sign the bid.

## **2.0 COMMERCIAL:**

2.1 Bids are invited under Single Stage Composite Bid System. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender.

2.2 Prices/Rates should be quoted in Indian Rupees and must be maintained in the “online price schedule” only. The rates quoted in the “online price schedule” will only be considered.

2.3 Price Bid Format in the form of MS-Excel sheet has also been uploaded in e-Tender. In case of disagreement in the quoted rate between “On line” and “MS-Excel sheet”; rate quoted in the “online price schedule” shall prevail.

2.4 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

**2.5 Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 02-A, Dist. Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected.** The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.

**2.6 Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will be rejected.**

**2.7 Bidders must quote rates in accordance with the price schedule outlined in PRICEBID FORMAT (PROFORMA-II), 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.**

2.8 Bids received by Company after the bid closing date and time will be rejected.

2.9 User ID and Password are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by the Company will be rejected.

2.10 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated 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.

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

2.12 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

### 3.0 GENERAL:

3.1 **Proforma -I** : The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding 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 BRC.

3.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

#### **B. BID EVALUATION CRITERIA (BEC):**

1.0 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.

1.1 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 Format **(PROFORMA-II)** 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/studies carried out during execution of the contract.

1.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in “online price schedule” shall prevail for the purpose of evaluation. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

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**(END OF SECTION – VI)**



**STATEMENT OF COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

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

**(Authorised Signatory)**  
**Name of the Bidder : \_\_\_\_\_**

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**PRICE SCHEDULE FORMAT / SCHEDULE OF WORK**

Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

<b>Srl. No.</b>	<b>Description of Service</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (₹)</b>	<b>Amount (₹)</b>
1	MOBILISATION CHARGES PER TRAILER	EA	24		
2	DEMOBILISATION CHARGES PER TRAILER	EA	24		
3	RUNNING CHARGES PER LOADED TRAILER	KM	33,300		
4	RUNNING CHARGES PER EMPTY TRAILER	KM	33,300		
5	STAND-BY CHARGES PER 24 HRS. PER TRAILER	DAY	120		
6	CHARGES FOR ADDITIONAL HELPER PER DAY, IF REQUIRED	DAY	150		

**Note:**

- 1.0 Quantities shown against each of above items/services are for bid evaluation purpose only. However, payment to the contractor will be done on the basis of actual utilization/deployment.
- 2.0 **Bidders must quote their rates inclusive of all applicable taxes, duties and levies and entry tax etc., if any but excluding service tax. Service Tax will be extra to OIL's Account.** However, the rate of Service Tax included in above rates must also be confirmed separately as under.  
  
Service tax: Included in all above quoted rates @.....%.
- 3.0 No payment will be made by the Company for the kilometer run by the Tractor Trailers for refueling, garaging and maintenance etc. Log books are to be maintained daily and the same should be verified and countersigned by the Company's site-in-charge on a daily basis.
- 4.0 Food and accommodation of drivers and helpers at site will be arranged and provided by the Transport Service Provider. OIL will not provide any such facilities.
- 5.0 Diesel/oil etc. to run the vehicles must be arranged by the Transport Service Provider in adequate quantity, so that no vehicle remains idle/shutdown for want of these

consumables. The Transport Service Provider must have a full proof arrangement in this regard, otherwise such shutdown will attract penalty as per rates provisioned in the Agreement.

6.0 Bidders should note that payment against the proposed contract under this tender will be made by e-payment(s) mode only. Therefore, the bidders must furnish the followings along with their bids:

- 6.1 Beneficiaries Name
- 6.2 Bank Account Title
- 6.3 Bank Account Number
- 6.4 Bank Name
- 6.5 Bank Branch
- 6.6 Bank Branch Code
- 6.7 IFSC Code
- 6.8 MICR Code
- 6.9 Bank Address
- 6.10 Copy of PAN Card
- 6.11 Cancelled Cheque
- 6.12 Copy of the latest Bank Statement

7.0 The rates Per Kilometer run shall be corresponding to the HSD rate on Bid Opening Date prevailing at Jaisalmer will be considered as base price. All minor Increase/Decrease of rate of fuel (HSD) price during currency of the contract within 5% shall be absorbed by the contractor. In case of any change in rates of HSD beyond 5% compensation for increase/Decrease in running cost will be paid to the contractor or recovered as the case may be. For calculation of such compensation, mileage (HSD compensation rate) for the Tractor Trailer will be considered as 2 KM /litre under loaded condition running and 3 KM /litre under empty condition running.

**( END OF SECTION - VI )**

**SECTION-VII**

**SAMPLE FORM OF AGREEMENT**

THIS AGREEMENT is made on the ..... day of 2013... 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,  
The Priced bill of quantities,  
The Drawings,  
The Schedule of Supplementary Information,  
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 \_\_\_\_\_

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

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\* Bidders are NOT required to complete this form.

**( END OF SECTION - VII )**

**SECTION - VIII**

**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 ..... , 2013 .

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 or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

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 - VIII)**

**SECTION - IX**

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

To: (Name of Company  
(Address of Company .....

**WHEREAS (Name and address of Contractor) ..... (hereinafter 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 (06) months after Contract Completion.

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

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\* 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 25.0 under Section-II.

**(END OF SECTION - X)**

# INTEGRITY PACT

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 -Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a **Page 2 of 5** substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section: 2 -Commitments of the Bidder/Contractor**

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.



3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 -Compensation for Damages**

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

#### **Section 5 -Previous transgression**

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

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors**

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

**Section: 8 -External Independent Monitor/Monitors**

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

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

.....

**For the Principal**

.....

**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. JODHPUR.  
Date .....

-----  
**NAME OF INDEPENDENT EXTERNAL MONITORS:**

- (a) Shri N. Gopaldaswami, IAS (Retd.).  
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).  
E-mail: gopaldaswamin@gmail.com
- (b) Shri Ramesh Chandra Agarwal, IPS.  
Phone: +91-9810787089, 91-1122752749.  
E-mail: rcagarwal@rediffmail.com

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**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 10<sup>th</sup> 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.
- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company

will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

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**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.

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