

**OIL INDIA LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**  
**CONTRACTS DEPARTMENT, DULIAJAN**  
**DISTRICT: DIBRUGARH (ASSAM), PIN-786602**  
**TEL: (91) 374-2800548, FAX: (91) 374-2803549**  
**E-mail ID: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

**FORWARDING LETTER**

Dear Sir(s),

**1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

**2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE-STAGE COMPOSITE BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for hiring the services as mentioned in the Tender document. One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

I	<b>IFB/e-Tender No.</b>	<b>CDT5664P21</b>
II	Description of Services	Hiring Services of 3(three) nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the Tender document, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.
III	Type of Bid	Open Indigenous E-Tender, Single-Stage Composite-Bid System.
IV	Tender Fee	Not Applicable.
V	Bid Closing date & time:	<b>03.12.2020</b> at 11.00 AM (IST) (Server Time)
VI	Bid Opening date & time. (Technical and Price bid both)	<b>03.12.2020</b> at 02:00 PM (IST) (Server Time).
VII	Bid Submission mode	Bids must be uploaded in OIL’s e-Procurement Portal: <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>
VIII	Bid Opening Place	Office of the CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602
XI	Bid Validity	<b>90 days</b> from the Bid Closing date.
XII	Mobilization Period	<b>15 days</b> from the date of issue of LOA.
XIII	Bid Security	<b>Rs. 39,000.00</b> (Rupees Thirty Nine Thousand only). As per Annexure-F in case of irrevocable Bank Guarantee.

		Refer Clause No. <b>9.0</b> of Instruction to Bidder (ITB)
XIV	Bid Security Validity	In case the Bidder submits Bid security in the form of Bank Guarantee (BG)/LC; the same must be valid for minimum <b>120 days</b> from the <b>date of original bid closing i.e. minimum up to 01.04.2021</b>
XV	Amount of Performance Security	<b>7.5%</b> of Contract value. As per Annexure-G in case of irrevocable Bank Guarantee.  Ref. Clause 7.0 of GCC (Part-3, Section-I, General Condition of Contracts)
XVI	Validity of Performance Security	<b>90 (ninety) days</b> beyond the contract period/duration.
XVII	Quantum of Liquidated damages for default in timely mobilization.	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.
XIX	Bids to be addressed to	CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
	Duration of Contract	3(three) months extendable by another 3(three) months with a condition of early termination during the extended period.

### **3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT**

**3.1** Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "**Class 3 with Organizations Name** and **Encryption Certificate**", the bid will be rejected.

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

**3.2** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

**3.2.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

**3.2.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**3.3** Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807178/4903.

**3.4** Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**3.5** The link to OIL's E-Procurement Portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**4.0** Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST) (Server Time)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

**5.0** The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab.

**6.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

**7.0** Conditional bids are liable to be rejected at the discretion of the Company.

**9.0** **SCREEN SHOTS**

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

**Note:**

- \* The **“Technical Bid”** shall contain all techno-commercial details **except the prices.**
- \*\* The **“Priced bid”** must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

**10.0 Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFX Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below this, the RFX Response Number is 60038748 and the RFX Number is 0.00 INR. The RFX Owner is BHARALI and the Total Value is 0.00 INR. The form has several tabs: RFX Information, Items, Notes and Attachments, Basic Data, Questions, and Technical Attachments. Under the 'Event Parameters' section, there are three main fields highlighted with red boxes and callouts:

- Currency:** A dropdown menu set to 'Indian Rupee'. Callout: "Bidder to select the currency of the Response".
- Detailed Price Information:** A dropdown menu set to 'No Price'. Callout: "'Total Bid Value' is mandatory in 'No Price' RFX only".
- Total Bid Value:** A text input field with a yellow background. Callout: "'Total Bid Value' considering all the taxes & duties."

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the "Price bidding Format".

**11.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

**12.0** Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.

**13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Appendix-II**.

**15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

**16.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company

to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/ contract.

**17.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

**18.0** OIL now looks forward to your active participation in the IFB

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**SD/-**  
**(N. J. SAIKIA)**  
**DGM- CONTRACTS(TS)**  
**FOR CGM- CONTRACTS**  
**FOR RESIDENT CHIEF EXECUTIVE**

**PART-1**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 Eligibility of the bidder:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 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.

**2.0 Bid Documents:**

The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- 2.1 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) Company's IFB No.
    - (ii) Bid closing date and time
    - (iii) Bid opening date, time and place
    - (iv) Bid submission place
    - (v) Bid opening place
    - (vi) The amount of Bid Security
    - (vii) The amount of Performance Guarantee
  - b) Instructions to Bidders (Part-1)
  - c) BRC /BEC (Part-2)
  - d) General Conditions of Contract (Part-3, Section-I: **GCC**)
  - e) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
  - f) Special Conditions of Contract (Part-3, Section-III: **SCC**)
  - g) Safety Measures (Part-3, Section-IV: **SM**)
  - h) ~~Integrity Pact~~ (**Appendix-I**)
  - i) Bid form (**Appendix-I**)
  - j) Undertaking for authenticity of documents (**Appendix-II**)
  - i) Annexure- A to L
  - j) Price Bid Format (**Proforma-A**).
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**3.0 Transferability of bid documents:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

#### **4.4 Amendment of bid documents:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

#### **5.0 Preparation of Bids**

##### **5.1 Language of Bids:**

- 5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

##### **5.2 Bidder's Name & address:**

- 5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

##### **5.3 Documents comprising the bid:**

- 5.3.1 Bids are invited under Single Stage Composite Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) Technical Bid (to be uploaded in "Technical Attachments" tab)

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.10 below.
- d) Copy of Bid-Form without indicating prices in Appendix-I.
- e) Statement of Non-compliance as per Annexure-D.



- f) DELETED
- g) Copy of Priced Bid without indicating prices (Proforma-A).
- ~~h) Integrity Pact digitally signed by OIL's competent personnel as Appendix I. Annexure E attached with the bid document to be digitally signed by the bidders Authorised representative.~~
- i) All Other relevant Undertakings, Annexures and Proformas as applicable as part of Bid.

**(B) Price Bid (to be uploaded in "Notes and Attachments" tab)**

Bidder shall quote their prices in the Price Bidding Format as per Proforma-A available in OIL's E-procurement portal in the **"Notes & Attachments" Tab:**

**6.0 Bid Form:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

**7.0 Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account except as mentioned in bid document.

7.3 ~~Since the tender is invited under SINGLE STAGE 2 BID SYSTEM and as such no price details should be uploaded in "Technical Attachments" Tab. Details of prices as per Price Bid format should be uploaded in "Notes & Attachments" tab only~~

7.4 All duties and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**8.0 Currencies of bid and payment: DELETED**

**9.0 Documents establishing bidder's eligibility and qualifications:**

9.1 These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

**10.0 Bid Security:**

10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to **sub-clause 10.8.**

**10.2** All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" and shall be in DD/FDR (**account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) in OIL's**

prescribed format as enclosed with the NIT vide Annexure-F or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- d) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- e) The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.

10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.

10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 27.0 below is furnished.

10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

10.8 The Bid Security may be forfeited:

- a. If the bidder withdraws the bid within its original/extended validity.
- b. If the bidder modifies/revises their bid suo-moto.
- c. If the bidder does not accept the order/contract.
- d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

- 10.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.10 The scanned copy of the original Bid Security submitted in the form of BG or Bank Draft or Cashier's Cheque or Banker's Cheque or Fixed Deposit Receipt or Letter of Credit must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 10.11 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 10.12 The Bank Guarantee issuing bank branch must ensure the following:
- 10.13 The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
- (i) "MT 760 / MT 760 COV for issuance of bank guarantee.
  - (ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under "MT 760 / MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

<b>Bank Details of Beneficiary</b>		
<b>A</b>	Bank Name	HDFC BANK LTD
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
<b>D</b>	Banker Account No.	21182320000016
<b>E</b>	Type of Account	Current Account
<b>F</b>	IFSC Code	HDFC0002118
<b>G</b>	MICR Code	786240302
<b>H</b>	SWIFT Code	HDFCINBBCAL

- 10.14 Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

Note: If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the** Unpriced Techno-Commercial Bid documents.

**11.0 Exemption from submission of bid security:**

11.1 Central Govt. offices and Central Public Sector undertakings are

11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security.–Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

i. Udyam Registration Number ( URN) with Udyam Registration Certificate(URC)

OR

ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME

**11.3.1** In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

**12.0 PERIOD OF VALIDITY OF BIDS:**

12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their

bid about the bid validity, it will be presumed that the bid is valid for 90 days from Bid Closing Date.

- 12.2 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 through Fax or e-mail. The Bid Security provided under Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

### **13.0 Signing & submission of bids:**

#### 13.1 Signing of bids:

- 13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Annexure- E) shall be indicated by written Power of Attorney accompanying the Bid.

- 13.1.3 Any physical documents 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.

- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

#### 13.2 **Submission of bids:**

- 13.2 The tender is processed under single stage - Composite Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal.

Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super scribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to **CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:**

- a) The Original Bid Security along with 1(one) copy
- b) Printed catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

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

13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Annexure-D of the bid document and the same should be uploaded along with the Technical Bid.

13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### **14.0 Indian agent/representative/retainer/associate: DELETED**

#### **15.0 Deadline for submission of bids:**

15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or **before 12.45 Hrs (IST) on the Bid Closing Date** mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **16.0 Late Bids:**

16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

#### **17.0 Modification and withdrawal of bids**

17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

#### **18.0 Extension of bid submission date**

18.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

#### **19.0 Bid opening and evaluation**

19.1 Company will open the Priced Bids and Technical bids together on the day of Bid opening, mentioned in the forwarding letter in presence of representatives of the bidders. Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Annexure-E) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In bid opening, both technical and price bid will be opened together.

19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms

compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## 20.0 **Opening of priced bids**

- 20.1 Company will open the Priced Bids and Technical bids together on the same day as mentioned in para 19.0 above.
- 20.2 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.
- 20.3 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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

## 21.0 **Conversion to single currency: DELETED**

## 22.0 **Evaluation and comparison of bids**

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

### 22.1 **Discounts / rebates**

- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.



22.1.2 Post bid or conditional discounts/rebates offered by any bidder 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 discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**22.2 Loading of foreign exchange: DELETED**

**22.3 Exchange rate risk: DELETED**

**22.4 Repatriation of rupee cost: DELETED**

**23.0 Contacting the company**

23.1 Except as otherwise provided in Clause 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 except as required by Company vide sub-clause 19.5.

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

**24.0 Award of contract**

**24.1 Award criteria**

**24.1.1** The Company will award the Contract to the successful Bidder 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.

**25.0 Company's right to accept or reject any bid**

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

**26.0 Notification of award**

26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

**27.0 Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 7.0.

**28.0 Signing of contract**

28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of

the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

*(Signing of the Contract may be done at the place of award in presence of both parties)*

### **29.0 Credit facility**

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

### **30.0 Mobilisation and advance payment**

30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

### **31.0 Integrity pact:**

31.1 Not Applicable.

31.2 Deleted

### **32.0 Local conditions**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed

that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

### **33.0 Specifications**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

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**PART-2**  
**BID REJECTION CRITERIA/BID EVALUATION CRITERIA (BRC/BEC)**

**1.0 GENERAL CONFORMITY:**

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the bid will be rejected.

**2.0 BID EVALUATION CRITERIA:**

**2.1 TECHNICAL CRITERIA:**

- 2.1.1 The bidder shall have experience of 01 (one) SIMILAR work of minimum **Rs. 9.74** lakhs (Rupees Nine Lakh Seventy Four Thousand Only) in Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Government Corporations in previous 07 (seven) years to be reckoned from the original bid closing date i.e within the period **04/12/2013 to 03/12/2020**(both day inclusive).

Documentary evidence must be submitted along with the Techno-Commercial Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. as applicable showing:

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

Only Letter of Intent (LOI) / Letter of Award (LOA) and/or Work Order(s) are not acceptable as evidence. However, if Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL's own records of execution.

**Notes to clause 2.1.1:**

- (i) "Similar Work" means- Services of providing minimum 16MT payload capacity Trucks or Transport Services involving Heavy Vehicles including Mobile cranes, having Gross Vehicle Weight not less than 12000 Kg.
- (ii) The bidder must have experience of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/Government Corporations for any length of time during the last 07(seven) years ending on **03/12/2020**(Original Bid Closing Date) i.e. for any length of time within the period **04/12/2013 to 03/12/2020** (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out one similar work of minimum **Rs. 9.74** lakhs. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of 04/12/2013 to 03/12/2020; but the value of work done must be of requisite amount within the period.
- (iii) Bidder(s) executing similar nature of work which is still running will also be taken into consideration if the bidder(s) meets the prescribed value within the

period as mentioned above (i.e. 04/12/2013 to 03/12/2020) in one similar work.

- (iv) Similar work executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting the experience.

2.1.2 The offered Truck units must be registered in the name of the Bidder. Legible copies of the following documents of each these three trucks are to be submitted along with the bid:

- a) Self-attested photocopies/copies of  
i) Valid Registration Certificates.  
ii) Up to date Road Tax Payment Certificates.

2.1.3 The offered truck units must meet the tendered technical specifications as detailed in Section-III of Part-3 of this tender document and accordingly the bidder(s) must give an undertaking (as per prescribed format enclosed as **Annexure-B**) declaring that if awarded with the contract by OIL, he/she/they would supply 03(Three) numbers truck units strictly as per the tendered technical specifications (detailed in Section-III of Part-3 of this tender document) and all other terms & conditions of the tender document.

## 2.2 **FINANCIAL CRITERIA:**

2.2.1 Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs. 5.85 lakhs (Rupees Five Lakh Eighty Five Thousand Only).

2.2.2 Net worth of bidder must be positive for preceding financial/accounting year.

**Note:** The Net worth to be considered against Clause 2.2.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

### **Notes to BEC Clause 2.2 above:**

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 as per format prescribed in **ANNEXURE-H**.

OR

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

b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Annexure-I.

- c) 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 is not available. However, bidder to provide documentary evidence for the same.
- d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.
- e) Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice.

### **2.3 COMMERCIAL:**

- 2.3.1 Bids are invited under **Single Stage Composite Bid System** i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) together. Bidders must submit both "Technical" and "Priced" Bids in electronic form through OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. Bidders must quote clearly and strictly in accordance with the price schedule outlined in **Price Bidding Format** attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal; otherwise, the bid will be rejected.
- 2.3.2 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 2.3.3 Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated only of the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 2.3.4 Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 2.3.5 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.3.6 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various items are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.
- 2.3.7 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 2.3.8 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

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

(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

2.3.10 **Documentation required to be submitted by MSEs:** Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, and MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate  
OR
- ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

## **2.4 EVALUATION OF BID:**

2.4.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- (i) Fixed Charge per Truck per month----- (A)  
(Truck for 24 hrs. with the services of operating crew for 8hrs. duty everyday throughout the month)
- (ii) Running Charge per Truck per Km ----- (B)  
(For movement of the Truck from one worksite to another)

The operating crew to be engaged by the contractor for 8 hours duty consists of one HMV driver and two helpers/jugalies for each Truck units.

- 2.4.2 For ascertaining overall ranking, the total bid price will be worked out taking the quantum indicated above and the rates quoted for the particular item. The Bid Price per Truck unit will be worked out as below –

BID PRICE PER TRUCK UNIT= 03 x [A + (B x 3000)].

TOTAL BID PRICE = BID PRICE PER TRUCK UNIT x 3

(Considering uniform quantity of average monthly run of 3000 Km per month per truck unit).

- 2.4.3 Except above rates including escalation/reduction in the same due to change in fuel price, as applicable, no other charges, whatsoever may be, shall be payable to the contractor under this contract agreement.
- 2.4.4 Only one bid against a party offering individually as well as under Proprietorship /Partnership firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.
- 2.4.5 Any bid offering less than 03(three) truck units will not be considered for evaluation.

## 2.5 **AWARD OF CONTRACT:**

Award of contract will be done as under:

- (a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable lowest quoted bid price and after giving purchase preference to the eligible MSEs as mentioned above.
- (b) The lowest evaluated bidder (L-1) will be offered the contract for supplying the services of **03 (three) Nos. of readily available Truck units.**
- (c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.

## 3.0 **BID REJECTION CRITERIA (BRC):**

- 3.1 Bid Security in Original shall be furnished as a part of the Technical Bid and should reach office of the **CGM-Contracts**, Oil India Ltd., Duliajan-786602, Assam on or before **12.45 Hrs (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

**Any Bid accompanied by bid security with (i) validity shorter than 120 days from the date of original bid closing (in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.**

**Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 120 days from the date of original bid closing i.e. minimum up to 01.04.2021.**

- 3.2 Bids submitted after the Bid Closing Date and Time will be rejected.
- 3.3 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.



- 3.4 Deleted.
- 3.5 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 3.6 Rates quoted by the bidder(s) must remain firm during the execution of the contract and not subject to variation on any account except the following:
- (i) First Variation in the quoted running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the tendered HSD price of **Rs.79.09 per Litre**. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. The variation in running charges will be calculated @ **Rs. 0.29/Km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0(zero).
- (ii) The wage component is based on Govt. of India notified wages and MoS dated 24.01.2014. Any revision in the Govt. of India notified rates will accordingly be considered during the pendency of the contract. The rates of wages shall accordingly be revised/amended from time to time against such revision as notified by Govt. of India. Contractor is to see Notice Board of Contracts Department/Logistics Department every month for any such revision/amendment.
- 3.7 Bid received with validity of offer less than **90 (Ninety)** days from the Bid Closing date will be rejected.
- 3.8 Bidder must accept and comply with the following clauses as given in the BidDocument, failing which bid will be rejected:
- (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
- 3.9 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 (CAI), Controller of Certifying Authorities (CCA) of India.

#### **4.0 GENERAL:**

- 4.1 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 4.2 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 4.3 In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the 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.
- 4.4 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.
- 4.5 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.
- 4.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

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**PART-3**  
**SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**DESCRIPTION OF WORK/SERVICE:** Hiring Services of 3(three) nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the Tender document, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.

**1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES**

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 States of Assam and Arunachal Pradesh.

1.3 "**BASE STATION**" means the station as set out in Section-II (SOQ) hereof where the vehicle(s) / equipment shall be permanently based, (i.e. based for minimum period of 10 (Ten) days at a stretch) which may be changed at the discretion of the Company.

1.4 "**BID OPENING DATE**" means the date on which the Tender was opened by the Company against the finalization of this agreement.

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

- i) Carriage of unauthorized passengers by the Contractor while under this agreement with the Company;
- ii) Unauthorized use of the vehicle(s)/equipment when released to the Contractor for undertaking its deployment for any other business purpose;
- iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer; and
- iv) Failure of the Contractor to place the vehicle(s)/equipment for periodic inspection as per schedule as directed by Company's Engineer.
- v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
- vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.

1.6 "**COMPANY**" means Oil India Limited.

1.7 "**COMMENCEMENT OF SERVICE**" means the date of placement of the first vehicle / equipment under this Agreement.

1.8 "**COMPANY ENGINEER**" means the following:

- i) GM-LOGISTICS or his nominee in case of the following events:

- a) Initial and subsequent inspection of vehicle(s)/equipment;
  - b) Scrutiny of documents regarding Contractor's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc.;
  - c) Initial placement of vehicle(s)/equipment with a user department or Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
  - d) Release of vehicle(s)/equipment upon conclusion of this agreement;
  - e) Assessment of time to be allowed for repairs in case of accident;
  - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition or Unruly behaviour of the crew or repeated defaults by the Contractor; and
  - g) Instruct Contractor to replace by more suitable hand of Operator(s)/Driver(s)/crew engaged for operating the vehicle/equipment.
- ii) The head of the user department or his/her nominee in case of the following:
- a) Normal day-to-day operation of service after placement under the respective department;
  - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling;
  - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
  - d) Allotment of daily duties and timings for reporting and release;
  - e) Certification of daily log sheets;
  - f) Authentication of monthly statement-cum-bill;
  - g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.
- iii) CGM-CONTRACTS in case of the following events:
- a) Release/forfeiture of Security Deposit/Bid Security;
  - b) Any dispute under this Agreement as to the Contractor's obligations or otherwise;
  - c) Determination of instances of shutdown or standby due to Force Majeure, Bandhs etc. or defaults or otherwise in case of dispute by the Contractor.

1.9 **CREW:** Means Supervisors, Operators, Drivers, Handymen/Helper(s)/Jugalees attached to the vehicle(s)/equipment, as defined in the Clause: 1.13, 4.10.

1.10 "**DUE DATE OF PLACEMENT**" means the date stipulated in Clause No.9, Section-II (SOQ) hereof.

1.11 "**DETERIORATED CONDITION OF VEHICLE/EQUIPMENT**" means any vehicle(s) / equipment found not acceptable to Company's Engineer after mechanical inspection or/and vehicle(s) / equipment found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s)/equipment which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer/user department as being unfit.

1.12 "**DAILY LOG BOOK**" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of this Agreement.

1.13 "**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 who is having jurisdiction over the area of operations of the Company, who is (are) engaged by the Contractor and provided with the service envisaged under this Agreement, cost whereof included in the fixed charge per month.

1.14(A) "**DEFAULT**" means any of the following commissions or omissions by the Contractor 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 Operator/Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the operator/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:
  - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
  - ii) Due to inadequate routine maintenance
  - iii) 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 the crew and vehicle(s)/equipment;
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;
- h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer;
- i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
- k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
- m) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Transport Supplier to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
- n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;

- p) Non-availability of services due to unauthorized/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

1.14(B) In case of default not leading to shutdown, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s)/equipment shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

1.15 "**FIXED CHARGE PER MONTH**" means fixed charge mentioned under of Section-II(SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding GST) as applicable, insurances, wages and other emoluments of Operator/Driver(s), Helper(s)/Jugalees and other operation staff/crew inclusive of relief Operator/Driver(s), Helper(s)/Jugalees and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor 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, annual leave etc. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

1.16 "**HOLIDAY**" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Contractor would be required to give to his/her Crew as per the aforesaid Act.

1.17 "**NORMAL HOURS/TIMINGS OF DUTY**" means the duty hours, which may be stipulated or instructed by the Company's Engineer.

1.18 "**HANDIMEN/HELPER/JUGALEE**" means such crew engaged by the Contractor and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.

1.19 "**INSPECTION**" means initial/periodic inspection carried out by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.

1.20 "**INSURANCE**" means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.

1.21 "**LICENCE AND PERMITS**" means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:-

- a) Professional driving license(s) 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)/equipment for commercial purpose as may be required;
- d) Road permits;
- e) Fitness certificate
- f) Inner line permit(s) for Arunachal Pradesh;
- g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;
- h) Any other as required under law in force;
- i) Pollution under control certificate

1.22(a) "**LIQUIDATED DAMAGES**" means pro-rata fixed charge per hour rate payable by the Contractor in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.

1.22(b) "**SPECIAL LIQUIDATED DAMAGES**" means the amount payable by the Contractor in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the pro-rata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

1.23 "**LEAVE**" means Annual Leave to be granted to the Crew who is employee of the Contractor as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.

1.24 "**MONTHLY KILOMETREAGE STATEMENT CUM BILL**" means the format specified by the Company.

1.25 "**HELPER/MAZDOOR**" means an unskilled labourer employed by the Contractor who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.

1.26(a) "**PRO-RATA FIXED CHARGE PER DAY**" means the Fixed Charge per month as per Item- 10 of Part-II(SOQ), divided by 30(Thirty) days.

1.26(b) "**PRO-RATA FIXED CHARGE PER HOUR**" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty Four) hours.

1.27 "**PENALTY**" means the amount payable by the Contractor in the event of breach of contract as stated in clause 1.14 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.

1.28 "**REGISTRATION**" means the vehicle(s)/equipment having registration in the name of the Supplier(s)/Firm with the R.T.O. /D.T.O. having jurisdiction in the area of operations of the Company.

1.29 "**RUNNING CHARGE PER KILOMETER**" means the rates stipulated in Item-20 of Section-II(SOQ) hereof and shall be deemed to include all the expenditures of the Contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.

1.30 "**STIPULATED HOURS OF SERVICE PER DAY**" means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.

1.31 "**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,
- d) The Minimum Wages Act, 1948,
- e) The Employees Provident Fund & Miscellaneous Act, 1952,
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946)
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Any other Act as applicable from time to time.

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

1.32(a) "**SHUT DOWN**" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14(A).

1.32(b) "**SHUT DOWN**" shall also mean the non-availability of the Transport service due to an accident.

1.33 "**STAND BY**" means any of the following:

a) Payable fixed charge although the services are not available due to the following:

i) For maintenance up to 48(Forty Eight) hours per month, counted from the beginning of the month, the Company shall pay the fixed charge on certification from the Head of the User Department that the shutdown was due to maintenance of the vehicle(s)/equipment. This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall be applicable. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96(Ninety Six) hours in a space of 3(Three) months which the Contractor will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut



down due to minor breakdown of the vehicle(s)/equipment (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty Eight) hours' time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.

ii) Re-fueling time for the vehicle(s)/equipment stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fueling in a calendar month. For vehicle(s)/equipment stationed at other base station the time and kms will be determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fueling in a calendar month. In exceptional cases where running of the vehicle(s)/equipment is/are more than 3500(Three Thousand Five Hundred) Km/month, the Head of the user department will determine the additional no. of re-fueling required. This Kilometer and time will not be charged to the Contractor.

1.34 "**STATUTORY OFF**" means the off day per week or the compensatory off day in lieu thereof which the Contractor is required to give to his/her operating crew as per the Motor Transport Workers Act, 1961 in respect of which adequate relief operator/driver/crew shall be provided at no extra cost.

1.35(a) "**TAXES AND DUTIES**" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee for vehicle(s)/equipment and crew etc. as may be due and payable by the Contractor entirely at his/her own cost towards operation of the services envisaged under this agreement.

GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

Contractors are required to raise monthly GST Invoices for reimbursement of GST against the contract. In absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

1.35(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Contractor 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 or any other Act where requires deduction of tax at source which may be in force from time to time.

1.36 Substantial control of the Truck Units hired against this tender / contract will rest with the contractors.

## 2.0 **DESCRIPTION OF WORK:**

2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Section-II (SOQ) hereof which Section-II (SOQ) forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Section-III (SCC) hereof which Section-III (SCC) also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

2.2 Contractor shall provide the transport service with vehicle(s)/equipment as determined in Section-II(SOQ) hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

2.3 The rates agreed/accepted by the Contractor as set-out in Section-II(SOQ) hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Section-II (SOQ) hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.4 The Contractor shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.

2.5 The Contractor shall hereby undertake to pay to his/her Crew/Staff reasonable/fair wages which are not less than the wages payable under the Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the Currency of this Agreement. He further undertakes to pay all his/her operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future to the above mentioned Act.

### **3.0 MANNER OF CONDUCTING WORK:**

The Contractor shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

### **4.0 OBLIGATIONS OF THE CONTRACTOR:**

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

4.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s)/equipment or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognized or un-recognized unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 The Contractor shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final and binding.

4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Contractor. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Contractor shall be obliged to accept such changes.

4.8(a) The Contractor will park the vehicle(s)/equipment at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Contractor found violating, this will be liable for breach of Contract.

4.8(b) The Contractor may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 5(five) km. from the Industrial

Gate of the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

4.9 The Contractor must place the vehicle(s)/equipment for duties in time on any particular day as per the instructions of the Company's Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorised release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.

4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.

4.11 The Contractor shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.

4.12 The Contractor should ensure that the Operator(s)/Driver(s)/Helpers/ Jugalees/ Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the Regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Contractor.

4.13 The Contractor must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.

4.14 The Contractor shall undertake only journeys authorized by the Company's Engineer. Any unauthorized journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.

4.15 The Contractor would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.

4.16 The Contractor shall indemnify the Company against any claims by the operator(s)/driver(s)/crew on account of payment of wages, bonus, perquisites etc.

4.17 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The

Contractor shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

**5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:**

5.1 The Contractor shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any breach of law due to violation of the speed limits shall have to be redressed by the Contractor entirely at his/her own cost.

5.2 The vehicle(s)/equipment described/set out in Part-II hereof must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Acts, 1988.

5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.

5.4 The Operators / Driver(s) must possess valid and relevant permits and professional licenses.

5.5 The vehicle(s)/equipment must be registered with the DTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's Engineer in this regard as and when required by him.

5.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.

5.7 The Contractor must ensure timely renewals of all licenses and permits within the due dates.

5.8 The Contractor shall provide at his/her own cost the accommodation/housing for his/her employees, sheds for repairing and servicing of vehicle(s)/equipment, land/garages for parking of the vehicle(s)/equipment (wherever applicable) in and around the base station.

5.9 During the course of the day-to-day operations, the vehicle(s)/equipment may be required to ford or ferried through various rivers. The Contractor will not object to such crossing and shall not be entitled to any additional charges.

5.10 The vehicle(s)/equipment must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.

5.11(a) Speedometer and kilometer gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the Contractor at his/her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's Engineer. The Company's decision in this regard shall be final and binding on the Contractor.

5.11(b) Monthly payments shall accordingly be regulated according to the corrected readings.

5.12 All employees of the Contractor who are deployed under this service agreement must observe the security and safety rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security considerations must be replaced by the Contractor.

5.13 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/her own cost.

5.14 The Contractor shall not refuse the vehicle(s)/equipment to be driven by the Company's operator / driver(s) / officer(s) in case of emergency when Contractor's operator / driver(s) is/are not available for any reason.

5.15 The Contractor shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.

5.16 "**OIL INDIA LIMITED**" / "**ON OIL INDIA LIMITED DUTY**" must be painted prominently in the wind glass frame and number plate of all vehicles.

5.17 The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorised representative(s) who will be overall in charge of the Contractor's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.

5.18 The Contractor's representative(s) shall report every day to the Transport Office of the Company for receiving instruction for duties of equipment / vehicle allotted for the day-to day operations.

5.19 The Contractor must furnish to the Company upon initial placement of the equipment / vehicle(s), the name(s) of the Operators, Supervisor(s), Driver(s), Handymen, Helper(s), crew as may be applicable together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).

## **6.0 RIGHTS OF COMPANY'S ENGINEER:**

6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer.

6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.

6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Contractor to the satisfaction of the Company's Engineer.

6.4 The Company's Engineer shall have power amongst others as follows:

- a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;
- b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Contractor to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service. When such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and orders the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Contractor to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Contractor's works.
- g) Instruct the Contractor to utilise the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorised journeys to specified destination(s) and carry the authorised passengers or goods as the case may be.
- i) Instruct the Contractor to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment / vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorised representative. Such inspection/ test carried out by the Company shall be at the Contractor's cost and risk.
- k) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- l) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which the defects as afore-stated which have been detected upon inspection/test periodically by the Company which have remained unrectified.
- m) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- n) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.

- o) Instruct the Contractor to furnish the names of all operator, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

6.5 The Contractor would at all times obey the instructions of the Company's Engineer and ensure compliance of the above mentioned orders and instructions.

## **7.0 PERFORMANCE SECURITY:**

7.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

7.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

7.3 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

7.4 The CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

7.5 The Performance Security shall be denominated in the currency of the contract.

7.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

7.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

7.8 The Performance Security will not accrue any interest during its period of validity or extended validity.

7.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid



Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than **03(three) months**.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

7.10 The Security Deposit shall also be forfeited in case of the occurrence of the following events as well:-

- a) In case of non-placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.
- b) In case of any event occurring as envisaged in clause No.8.1 hereof;  
and/or
- c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;
- d) In case of premature termination due to default or breach of contract by the Contractor.

7.11 In the event of an occurrence as envisaged in clause No.7.10 (b) & (c), the Contractor will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

7.12 Provided that in case of delay beyond 3(Three) months from the due date of placement, this agreement shall automatically stand terminated to the extent of the non-performance. This will be without prejudice to the right of the Company to terminate the agreement earlier with 1(One) month's due notice. The Contractor will not be entitled to any damages or compensation whatsoever on account of such termination.

8.0 The Contractor shall commence the supply of regular and continuous service by placing the equipment / vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of equipment / vehicle(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of Security Deposit as stipulated hereof without prejudice to any other rights of the Company reserved in this Agreement.

8.1 The Contractor shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with operators/drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down the Contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Contractor's outstanding bills for the specific shut down

vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, MVI(Motor Vehicle Inspector) report and copy of garage certificate(in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by GM-LOGISTICS. However, this will not be applicable in case of:-

- (i) Accidents caused by rough/rash driving or because of negligence of the operator/driver engaged.
- (ii) Where a FIR is lodged by a third party and services of the equipment / vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.

8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's GM-LOGISTICS which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

8.3(c) In case of Bandhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation. It is to be clearly understood that 48 (Forty Eight) hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

## **9.0 TERMINATION:**

In the event of the Contractor's failure to place equipment / vehicles in due time or render proper services as per terms of this Agreement, the Company reserves the right to terminate wholly or partially the Agreement with 30(Thirty) days notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated or modified

for the reduced number of equipment / vehicle(s) and Contractor shall not be entitled to any damage or compensation on account of such termination or reduction in number of equipment / vehicle(s) or otherwise from any cause arising whatsoever.

9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this Agreement in whole or in part if the Contractor fails to perform any of his/her obligations under this agreement or if the Contractor does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.

9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.

9.3 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.

9.4 The Company may send written notice to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 45(Forty Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.

9.5 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated hereof and the Contractor shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years from date of issue of banning order for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

9.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ vehicle, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

10.0(a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in Section-II (SOQ) of this Service Agreement. The above period shall be

counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.

10.0(b) At the end of the month, the Contractor will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Contractor will also submit to the user department a certificate every month confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Contractor.

10.0(c) Monthly statement / bills submitted by the Contractor will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.

10.0(d) A daily logbook will be maintained in triplicate. The Contractor's representative or his/her operator / driver should collect the original and a copy of the daily logbook has to be submitted with statement-cum-bill for claiming payment.

Apart from the above the contractor will be liable to maintain the following:

- (a) Register of Employees in Form A
- (b) Wage Register in Form B
- (c) Register of Loan/ recoveries in Form C
- (d) Attendance Register in Form D

Contractor will also be liable for issuance of employment card and wage slip in the prescribed format and also to provide proof of payment for certification by user department.

## **11.0 STATUTORY OBLIGATIONS OF CONTRACTOR:**

The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.

## **12.0 FORCE MAJEURE:**

12.1 In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane,

sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

12.2 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.

12.3 Should 'force majeure' condition as stated above occur and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate (if specified in the Contract) shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

### **13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

#### **13.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

(a) A party wishing to commence arbitration proceedings shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(b) The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

(c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

(d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

(e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

(f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

(g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

(h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

(i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

(j) The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

(k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

(l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

#### **14.0 LIABILITY & INDEMNITY:**

14.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment / vehicle(s) or loss or damage to the property of the Contractor or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by willful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

14.4 Neither the Contractor nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury, illness or death is caused unless caused by willful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and

assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

#### **14.5 INDEMNITY AGREEMENT:**

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

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

#### **14.8 INDEMNITY APPLICATION:**

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

14.9 INSURANCE: The Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials equipment and vehicle(s) belonging to the Contractor or his/her contractors or sub-contractors during the currency of the agreement and shall provide certificates of such insurance.

#### **15.0 TAXES & LEVIES:**

##### **15.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

15.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.



15.3 “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “**IGST**”) or Central Goods and Services Tax (hereinafter referred to as “**CGST**”) or State Goods and Services Tax (hereinafter referred to as “**SGST**”) or Union Territory Goods and Services Tax (hereinafter referred to as “**UTGST**”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

15.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

15.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

15.6 **Where the OIL is entitled to avail the input tax credit of GST:**

15.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

15.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

15.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**

15.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

15.7.2 The bids will be evaluated based on total price including **GST**.

15.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

15.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under

the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

15.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

15.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

15.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

15.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

15.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

15.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

15.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

15.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/ taxes finally assessed is on the lower side.

15.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST

declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

15.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

15.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

15.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

15.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

15.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

15.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

15.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

15.26 **Documentation requirement for GST:** The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code;
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

**15.27 Anti-profiteering clause:**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of

commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

15.27.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

#### **16.0 ASSIGNMENT:**

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

#### **17.0 SUB-CONTRACT:**

17.1 The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

#### **18.0 STATUTORY OBLIGATIONS:**

18.1 The Contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

#### **19.0 SET OFF CLAUSE:**

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

#### **20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

#### **21.0 LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/ MOBILISATION OF EQUIPMENTS/ VEHICLES AND/OR COMPLETION OF WORKS AND SERVICES:**

Liquidated Damages will be applicable @0.5% of contract value per week or part thereof, for delay in placement of vehicle(s)/ equipment(s) for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of total Contract value (including mobilization cost).

**22.0 THEFT OF VEHICLE:**

22.0 (a) In the event that during the tenure of the contract(s), the vehicle is stolen and the same is authenticated with adequate proof of documentary evidence, no penalty shall be imposed during the period of unavailability of the vehicle on account of the same. Moreover, in case the vehicle is not recovered, the contractor(s) shall be given an option to place a new vehicle of similar or equivalent category of stolen vehicle to complete the remaining contractual period under the existing contract with all rates, terms & conditions remaining firm & applicable.

22.0 (b) In case the contractor(s) is not agreeable or unable to provide a new vehicle in lieu of the stolen vehicle to complete the remaining contractual period (to be intimated in writing by the contractor), the contract shall be short closed with no penalty for the remaining period and the security money may be release upon advise of the GM-Logistics.

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**PART - 3**  
**SECTION - II**  
**SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)**

**Description of Work/Service: Hiring Services of 3(three) nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the Tender document, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.**

<b>Schedule of Work, Unit and Quantity:</b>					
<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Estimated Quantity per Truck</b>	<b>Unit Rate per Truck</b>	<b>Amount</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F=D*E</b>
10	FIXED CHARGE PER TRUCK UNIT (Truck for 24 hours with services of operating crew for 8 hours duty everyday throughout the month.)	MONTH	3		
20	RUNNING CHARGE PER KM PER TRUCK UNIT at tendered cost of HSD @ Rs.79.09/Litre	KILOMETER	9000		
30	SINGLE OVERTIME (SOT) RATE FOR DRIVER	HOUR	90	61.75	
40	SINGLE OVERTIME (SOT) RATE FOR HELPER	HOUR	180	51.25	
50	DOUBLE OVERTIME (DOT) RATE FOR DRIVER	HOUR	270	150.75	
60	DOUBLE OVERTIME (DOT) RATE FOR HELPER	HOUR	540	125	
TOTAL ESTIMATED CONTRACT COST PER TRUCK UNIT (EXCLUDING GST)					
TOTAL ESTIMATED CONTRACT COST FOR THREE TRUCK UNITS (EXCLUDING GST)					
PERCENTAGE (%) OF GST APPLICABLE					
TOTAL ESTIMATED CONTRACT COST FOR THREE TRUCK UNITS (INCLUDING GST)					

**Notes:**

1. Above rates include all liabilities including statutory liabilities but excluding PF, Cost of Uniform/Safety items, GPAP, ESI and GST in the above rates. GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor

on the basis of the documentary evidence. Any input credit benefit received by the party must be passed on to OIL

2. Contractors are required to raise monthly GST Invoices against the contract. In absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.
3. The rates are to be quoted in the PRICE BID FORMAT (PROFORMA-A) attached under “Notes & Attachments” tab of OIL’s e-Tender portal.
4. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following:

First Variation in the quoted running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the tendered HSD price of **Rs.79.09 per Litre**. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. The variation in running charges will be calculated @ **Rs. 0.29/Km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0 (zero).

5. The operating crew for each Truck unit must comprise of at least one Driver & two helpers.
6. The Bidder(s) / Contractor(s), irrespective of their quoted rates should submit an undertaking (as per prescribed format, Annexure-C) to pay monthly wages & overtime to his/ her/their crew/staff engaged under this contract as per provisions of M.O.S dated 24.01.2014, copy of which is available at the office of CGM-CONTRACTS.

**Present applicable wage rates of crew are as given below:**

- (i) Driver (Skilled): **Rs.622.17 per day** for Driver for 8 hours duty.
- (ii) Helper (Semi-skilled): **Rs.519.17 per day** per Helper for 8 hours duty.

**Note:** The wage component in the above rates is based on M.O.S. dated 24.01.2014/Minimum wages as notified by Govt. of India. Any revision in the Minimum wages as notified by Govt. of India will accordingly be considered during the pendency of the contract. The rates of wages shall accordingly be revised /amended from time to time against such revision as notified by Govt. of India. Contractor is to see Notice Board of Contracts Department/Logistics Department every month for any such revision/amendment. Any increase in Minimum Wage compared to the rates mentioned above will be reimbursed to the Contractor for actual man days of work. **Single Over Time (for duty beyond 8 hours but less than 9 hours) and Double Over Time (for duty beyond 9 hours) amounts will be**



**paid on actuals at the rates prevalent as per the M.O.S. dated 24.01.2014/Govt. Notification at the time of actual execution of the work.**

7. The Bidder(s) / Contractor(s) are required to pay the monthly wages to the Driver(s) & Helpers through Cheque or e-remit and shall have to provide the details (as per OIL's format) along with the monthly bills.
8. **Vintage of Equipment/ Vehicle:** Readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016, complete with loading platform and all standard fittings & accessories as per specifications in the Tender document., to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.
9. **Mobilisation Period: 15 days** from the date of issue of LOA.
10. **Tenure of Agreement: 3 (three) months** from the date of placement of the first Truck unit into OIL's services and extendable by another 3(three) months with a condition of early termination during the extended period.
11. **Tendered cost of Fuel per litre: Rs. 79.09 (HSD).**
12. **Area of Operation:** Any place of OIL's activities in Assam & Arunachal Pradesh.
13. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actual.

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**PART - 3**  
**SECTION - III**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**Description of Work/ Service: Hiring Services of 3(three) nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the Tender document, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.**

**AA: TECHNICAL -**

1.0 03 (three) Nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the tender document and meeting specifications/models as detailed below.

**1.1 MAKE & MODEL OF THE TRUCK:**

(A) Bidders shall indicate the following in the Bid (as per Annexure-B enclosed):-

- i. MAKE & MODEL OF TRUCK UNITS OFFERED
- ii. NUMBER OF TRUCK UNITS OFFERED (must be three).

(B) The truck units offered shall be of any one of the following models meeting specifications detailed in para (C) below -

- (a) TATA LPT 2518 6x4 / TATA 2823 6x4
- (b) Ashok Leyland 2518/1 6x4 / Ashok Leyland 2820/1 6x4 .
- (c) Any other equivalent truck model of reputed manufacturers.

Note : - In case of supply of equivalent model as per Clause (c) above, Make & Model of the truck offered shall be clearly indicated in the bid.

**(C) SPECIFICATIONS OF CHASSIS -**

Readily available truck vintage not earlier than 01.01.2016 meeting specifications as under -

- a) Drive : 6x4
- b) Cowl : Full Forward Control
- c) GVW : Minimum 25 MT (for payload of minimum 16000 Kg)
- d) Wheelbase : Approx. 4800 mm
- e) Engine Output : Not less than 160 HP (at approx. 2250 rpm)
- f) Engine Emission : Should meet required emission norm in India.
- g) Axle Capacity : Approx. 6000 Kg for Front & 19000 Kg for Rear
- h) Steering : Hydraulic Power Assisted
- i) Overall Length : Approx. 9260 mm
- j) Wheels : 10 + 1 spare wheel of minimum size 10.00 x 20.
- k) Driver's Cabin : All steel construction original factory built by truck manufacturer driver's cabin with seating capacity for min. 2(two) persons excluding driver.

**(D) SPECIFICATIONS OF LOADING PLATFORM -**

- a). All welded steel construction heavy duty loading platform suitable for minimum 20MT loading. Minimum 4 Nos. stanchion holes at approx. at 1.5 meter interval on each side of the platform (at extreme ends to avail full platform width) for putting approx. 2.5 inch OD round removable type stanchions (stanchions will be provided by the supplier). Holes should be made sufficiently strong to hold the stanchions rigidly for loading the truck with rated load. Suitable Lashing rings at approx.1.5 meter interval for binding chains / chain hooks.
- b) Full-width Front Protective Frame/Board of adequate height and made of steel tubes/channels. No sideboards and tailboard are required for the loading platform.
- c) A gap of approx. 250 mm between driver's cabin and the platform. Platform height as minimum as possible;
- d) Suitable Side Rail Guard (below the platform) on both sides of the platform to the extent possible. Suitable steps for platform.
- e) Rugged steel construction toolbox of adequate size below the platform for storing chains, craw bars, stanchions, etc.
- f) No extension of chassis to accommodate the platform. Any overhang of platform beyond chassis within permissible limit only.

**(E) OTHERS -**

- a) All standard lightings, fittings & accessories as per Motor Vehicle Act, reversing alarm, sufficient side marker reflectors/florescent markers, hazard light flashers, etc., two large Rear View Mirrors, Towing hook, First Aid Box, Fire Extinguisher, two Flood Lights at rear top of driver's cabin for night operation, mounting arrangement for spare wheel, etc.
- b) Overall length of complete unit approx. 9250 mm. Total weight i.e. unladen weight of complete unit as minimum as possible; preferably within 9000 Kg.

**2.0 Tools & Accessories -**

Following tools & accessories shall be provided with each truck unit -

- a) Standard tool kit, wheel wrench, 1 No. minimum 30 MT capacity jack with handle, etc.
- b) 3 Nos. min. 20 ft long binding chains of adequate size & capacity with hooks at each end for binding materials on truck platform as & when required.
- c) 3 Nos. load binders of adequate capacity.
- d) All necessary slings, chains, tools & tackles, craw bars, etc. required for safe loading / unloading, transportation of materials of different sizes & shapes on truck platform.
- e) "ON OIL INDIA DUTY" shall be painted prominently on the body of vehicle.

**3.0 THE FOLLOWING DOCUMENTS/INFORMATION SHALL BE SUBMITTED AT THE TIME OF PLACEMENT -**

- a) Original / copy of Registration Certificate clearly showing the details like Name of the owner, Year of manufacture, Engine Number, Chassis Number etc.
- b) All other statutory certificates viz. Pollution, Fitness, Permits, Driver's license, Comprehensive Insurance (Package insurance), etc. as per MV Act.

4.0 Eligible offers of trucks running under existing contracts of OIL will also be accepted. However, if awarded contract, such trucks will be placed only after expiry of the existing contract.

## **5.0 INSPECTION :**

a) The truck units shall be duly inspected/tested by Company before accepting any unit for its operation. Such inspection/tests shall be carried out entirely at contractor's risk. Any truck unit found deficient or defective in any manner will not be accepted until such deficiency is completely rectified to the satisfaction of the Company engineer.

b) At the time of inspection during placement, all documents/information detailed at para 3.0 above shall be submitted AMONGST OTHER RELEVANT DOCUMENTS.

c) In addition to inspection at the time of placement, each Truck unit may be inspected every three months thereafter or as and when considered necessary by the company Engineer during the tenure of the contact. Any deficiency / defect found during such inspection must be rectified by the contractor to the full satisfaction of the Engineer.

## **BB: OTHERS -**

1. The service period shall be counted from the date of placement of the FIRST truck unit into the service of the Company.

2. The trucks to be supplied under this agreement shall be used for transportation of tubular, various rig materials, oil field equipment, etc. from one place to another within OIL areas of activities in Assam & Arunachal Pradesh as & when required.

3. The operating crew for each truck unit shall comprise of 1(one) HMV driver and 2(two) helpers/jugalies (truck for 24 hrs with services of operating crew for 8 hours everyday throughout the month).

4. The duty timing for deployment of the crew on 8(eight) hours basis shall be decided by the Company and shall be binding on the contractor(s). The same may be changed from time to time at the discretion of Company.

5. The 2(two) helpers/juhalies, to be provided regularly, shall do the loading & unloading of materials on trucks as & when necessary. For loading/unloading of heavy materials, where manual loading/unloading is not possible, assistance of crane for loading/unloading shall be provided by Company.

6. The contractor shall also engage skilled supervisory staff/representative for supervising the jobs and for necessary liasioning with Company's engineer. The name of such persons shall be notified in writing to the Company. The supervisor/representative shall report everyday to Logistics Department for receiving instructions for duties of the trucks allotted for the day-to-day operations.

7.1 In case contractor fails to place any truck for duties in time on any particular day without prior permission from Company, then the delayed reporting/duty timings will not normally be accepted. On such occasions the truck shall be treated as shutdown and the same shall attract prorata deduction of Fixed Charge and also imposition of Penalty at rates mentioned elsewhere in this document.

7.2 Similarly, if any truck unit is found to be deployed for any other duties during the period when released for parking at contractor's yard and/or during the period when allowed for routine servicing/maintenance, then also the truck shall be treated as

shutdown and the same shall attract prorata deduction of Fixed Charge and also imposition of Penalty at rates mentioned elsewhere in this document.

7.3 In case the minimum 2(two) Nos. of helpers/jugales are not provided by the contractor on any particular day, then the truck shall either be not accepted or alternatively wages of helper/jugalee not supplied shall be recovered from contractor's bill at prevalent Govt. rates for engaging such labourers. However, in no case a truck without any helper/jugalee shall be accepted for operation.

8. Journey authorized by Company's engineer shall be taken as 'Authorized' journey and such 'Authorized' journeys shall only be considered for payment.

9. The contractor shall be held responsible for any damage/loss that may be caused to Company's materials during transportation/loading/unloading and shall have to make good the losses that might be incurred by the Company.

10. Contractor shall not refuse to operate his/her truck/s in slushy, muddy, and underfoot plinth conditions prevailing in oilfield areas, if company engineer certifies the condition of plinth.

11. It shall be solely the contractor's responsibility to fulfill all legal formalities for their truck units to ply in Dibrugarh, Tinsukia, Sivasagar and any other districts of Assam & Arunachal Pradesh. It shall also be the contractor's responsibility to procure and renew the necessary permits, etc. required for his/her men and trucks/vehicles to enter and work in Arunachal Pradesh.

12. The trucks shall be based normally at Duliajan, but may be required to make frequent trips to different OIL's areas of activities in Assam and Arunachal Pradesh. From time to time, the truck/s may be required to halt overnight at any station other than the base station, but no additional halting charges shall be payable. In such an event, the contractor shall have to bear the expenditures/arrangements of their own as necessary. Similarly, to meet the job requirement, the truck/s may be stationed from time to time at other areas of OIL activities including Manabhum/Kumchai in Arunachal Pradesh. In that event as well, no extra charges shall be paid to the contractor and the contractor shall have to arrange his/her own accommodation etc. for his / her employees / crew members.

13. The truck/s may be allowed to be parked in premises of Company subject to availability of space at the end of duty everyday, but the same shall be absolutely at the risk of the contractor.

14. It shall be entirely the responsibility of the contractor/his supervisor/representative to ensure strict adherence to all safety measures during transportation and loading/unloading and safety of workers engaged by him/her.

15. An undertaking of safety measures to be adopted has to be given before the commencement of the Service Agreement. The format for such declaration is available in OIL's Contracts Department.

16. The contractor shall ensure that all the crew members of each truck supplied under this agreement regularly use Personal Protective Equipment (PPE) as per requirement of Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the crew members is found without PPE, the respective truck will not be used by the Company and such period of non-use will be treated as shutdown. In case the contractor has any problem in supplying Safety Boots, Safety Helmet etc. to his/her crew members, he/she may request the Company to supply the same on chargeable basis.

17. The crew members engaged by the contractor shall require to undergo Mines Vocational Training imparted by Company from time to time.

18. The contractor shall ensure that his/her crew members follow the instruction of Company's Engineers / Junior Engineers present at site and do not violate any safety norms. The crew shall not refuse to follow any instruction given by Company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer for safe operation.

19. If Company arranges any safety class / training for the crew members, the contractor shall not have any objection to any such training.

20. Each & every truck units shall have provision of audio-visual alarm for reversing. Reflecting tapes for easy identification from a distance shall be provided at the rear as well as at the front side on the body of each truck.

21. The lifting tackles such as chains, shackles, etc. should be of high quality. Company's Engineer / Junior Engineer present at site shall have the power to reject any of these tackles, if found unsuitable for use.

22. Only adult physically & mentally fit personnel shall be employed as crew member/staff. In no case, minor or adolescent workers shall be allowed to work as crew member/staff.

23. The crew shall refrain from smoking or carry any inflammable substance at any company's installations while on duty. They shall also not be under the influence of intoxication of any type during duty hours.

24. Records of daily attendance & employee information as in Form A (Part A & B), Form B, Form E and D as per Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 whereas accident report etc. are to be maintained in Form J, K etc. (as per Mines Rules 1955) by the contractor.

25. Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.

**CC: SALIENT TERMS AND CONDITIONS OF MOS DATED 24.01.2014**

**Contractor/Bidder has to comply all the conditions of the MOS dated 24.01.2014, copy of which is available at the office of CGM-Contracts. Some salient Conditions of the MOS dated 24.01.2014 are:**

- (a) Driver(s)/Helper(s) are entitled for a **weekly day of rest after working for 06(six) consecutive** days from the contractor engaging them and the contractor shall ensure **reliever** to run the services of the hired vehicles during the rest day.
- (b) The Driver(s) & Helper(s) will be granted **18(eighteen) days annual leave** with wages by the contractor which will be **non-cumulative and non-encashable**. The annual leave with wages can be availed **03(three) times** in a calendar year.
- (c) The Drivers & Helpers will be extended **05(five) days of casual leave** by the contractor in a calendar year which will be **non-cumulative and non-encashable**. The casual leave cannot be combined with annual leave and cannot be availed for more than **02(two) days** at a time.
- (d) The contractor shall deposit the **PF and EPF** with the PF authorities positively **on or before the 15<sup>th</sup> day** of the subsequent month and will submit the PF and EPF deposit **receipt** to the Company. On production of the receipt, the amount will be **reimbursed** to the contractor. For compliance to the provisions of the EPF & MP Act, the contractor will approach the concerned PF authorities.

- (e) The Driver(s) & Helper(s) will be **insured** for an amount of **Rs 04(Four) Lakhs** and **02(Two) Lakhs** respectively under **Group Personal Accident Policy** (GPAP) by the contractor for coverage under Employees Compensation Act, 1923. The annual premium will be **reimbursed** to the contractor by the Company on production of documentary evidence.
- (f) The Driver(s) & Helper(s) will be provided uniform and shoes by the contractor and the expenditure towards the same will be reimbursed to the contractor by the Company on submission of documents / proof of receipt as given below:
- (i) 02(two) sets of uniform per year (@ Rs : Rs. 3,000.00  
1500.00 per set)
  - (ii) 01(one) pair of shoe per year (@ Rs : Rs. 500.00  
500.00 per pair)
- Total cost of uniform & shoes per person : Rs. 3,500.00 per year**
- (g) The monthly disbursement of wages to the Drivers & Helpers by the contractor will be made latest by **10<sup>th</sup> day** of the subsequent month. The mode of disbursing the monthly wages to the Driver(s) & Helper(s) by the contractor will be through account payee cheques or bank transfer / e-remittance as may be agreed upon mutually amongst themselves. The contractor will have to issue proper wages slip to the Driver(s) & Helper(s) containing therein all the requisite details such as income and deductions, if any.
- (h) The Drivers & Helpers will be extended the benefits under the **Employees State Insurance (ESI) Act**.
- (i) The Drivers & Helpers engaged by the contractor will be extended **medical treatment** in OIL Hospital at Duliajan in the event of any work accident arising out of the employment and in the course of employment.
- (j) The Driver(s) /Helper(s) will not be engaged by the contractor on the following grounds:
- (i) On attaining the age of **60(sixty) years**.
  - (ii) \*The person is found **medically unfit**.
  - (iii) For any **riotous behaviour and indiscipline**.
  - (iv) Any person with **adverse records**.

\*Note: The contractor will submit a Medical Fitness Certificate every **02(two) years** in respect of the Driver(s)/Helper(s) engaged by him/her.

\*\*\*\*\*

## SECTION-IV

**To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

### SUB: SAFETY MEASURES (SM)

**Description of work/service: Hiring Services of 3(three) nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the Tender document, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.**

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 authorized 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 personnel 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.
- 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.



g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating unless it is specified in the contract. Ensure that all sub-contractors (if any, as per provision of the contract) hired by him comply with the same requirement as the contractor and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. 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 company PPE schedule. Safety appliances like protective 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. The Contractor shall follow the Safe Operating Procedure (SOP) of the Company for the work to be carried out.
4. Deleted.
5. Deleted.
6. 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.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME as per applicable stature. They may be issued cards/certificates stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number 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. 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. 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 company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

11. 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. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centres 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. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance & employee information as in Form A (Part A & B), Form B, Form E and D as per Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 whereas accident report etc. are to be maintained in Form J, K etc. (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate 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. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined in case of any emergency.

26. 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.

Yours Faithfully

(Seal)

Date \_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR

**BID FORM**

**TO,  
OIL INDIA LIMITED,  
DULIAJAN-786602  
DIBRUGARH, ASSAM, INDIA**

**SUB: BID FORM.**  
**E-TENDER NO.: CDT566421**

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference.

We undertake, if our Bid is accepted, to commence the work as per date mentioned in the work order.

If our Bid is accepted, we will provide PBG /Security Deposit of **7.5% of contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: \_\_\_\_\_

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

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid)

Format of undertaking by Bidders towards submission of authentic  
information/documents

(To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your Tender No. CDT566421**

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**FORMAT FOR BIDDER DETAILS**  
**(To be filled up by the Bidder as applicable)**

Photo

1. Name of the Bidder:

2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.) with details of owner/partner/director:

3. Registered Postal Address with PIN Code:

4. Telephone Number:

5. Mobile Number:

6. E-mail ID:

7. Fax Number:

8. PAN:

9. GST Registration No. (if available):

10. PF Code (if available):

11. ESI Code / Sub-Code (if available):

12. Bank details of bidder:

Name of Bank, Branch Code &amp; Address:

Account Type (Savings/Cash credit/Current etc.):

Account Number:

IFSC / RTGS Code of the Branch:

NEFT Code of the Bank:

13. Bid Security / EMD: Deposited vide Bank-Draft/Banker's-Cheque / Bank Guarantee: No.

\_\_\_\_\_ date \_\_\_\_\_ of \_\_\_\_\_

/Online Payment Gateway.

The Bidder(s)/Contractor(s) shall submit the PAN, GST Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) from appropriate authority. In case, the Bidder does not possess GST Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder shall be required to submit the same later on as & when asked by OIL.

Yours faithfully,  
FOR & ON BEHALF OF BIDDER

Signature: \_\_\_\_\_

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

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**FORMAT FOR UNDERTAKING AS PER BEC/BRC CLAUSE NO. 2.1.3**

Date: \_\_\_\_\_

**TO,  
THE CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN**

**SUB: DECLARATION AGAINST BEC/BRC CLAUSE NO. 2.1.3**  
**E-TENDER NO.: CDT5664P21**

Dear Sir,

With reference to above noted tender, I/we hereby confirm that if the contract under the above tender is awarded to me/us, I/we would supply **03(three) numbers truck units** strictly as per all the desired specifications as detailed in the tender document.

**Make and model of Truck units offered, number of Truck units offered by me/us are (to be filled by the bidder):**

<b>MAKE &amp; MODEL OF TRUCKS UNITS OFFERED</b>			
<b>Manufacturing years of the Truck units offered.</b>	<b>Sl. No.</b>	<b>Registration Nos. of the Truck units offered</b>	<b>Year of Manufacturing of the truck units offered</b>
	<b>1</b>		
	<b>2</b>		
	<b>3</b>		

Yours faithfully,  
FOR & ON BEHALF OF BIDDER

Signature: \_\_\_\_\_

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

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**FORMAT FOR UNDERTAKING AS PER NOTE NO.6.0, SOQ (SECTION-II)**

Date: \_\_\_\_\_

**TO,  
THE CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN**

**SUB: DECLARATION AGAINST NOTE NO.6.0 OF SOQ (SECTION-II).**  
**E-TENDER NO.: CDT5664P21**

Dear Sir,

With reference to above noted tender, I/We hereby confirm that if the contract under the tender is awarded to me /us, I/We will pay monthly wages & overtime to our crew /staff engaged under this contract as per M.O.S dated 24.01.2014 /Minimum wages as notified by Govt. of India, whichever is higher.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: \_\_\_\_\_

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

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).



**STATEMENT OF NON-COMPLIANCE**  
**E-TENDER NO.: CDT5664P21**  
**(Only exceptions/deviations to be rendered)**

The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: \_\_\_\_\_

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

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

**LETTER OF AUTHORITY**

**TO,  
THE CGM-CONTRACTS  
OIL INDIA LIMITED  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM- 786602**

Sir,

**SUB: LETTER OF AUTHORITY**  
**E-TENDER NO.: CDT5664P21**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against above mentioned IFB for **Hiring Services of 3(three) nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the Tender document, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.**

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

**Authorised Person's Signature:** \_\_\_\_\_

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

Yours faithfully,

Signature : \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**Note:** This letter of authority shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

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

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

**Contd.....P/2**

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

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (**indicating the Tender Number**) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

**STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)  
(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING  
PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF  
LOA)**

To,  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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 \_\_\_\_\_ day of \_\_\_\_\_

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Page No.2

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

**FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR  
LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of..... (Name of the Bidder) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURNOVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL LETTER HEAD OF THE BIDDER)**

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref.: Note 'b' under Clause 2.2 Financial Criteria of BEC-BRC of Tender No. CDT566421**

I \_\_\_\_\_ the authorized signatory(s) of \_\_\_\_\_

(Company or firm name with address) do hereby solemnly affirm and declare / undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_ have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration bearing date after the Original Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.



## OIL INDIA LIMITED

PRICE BIDDING FORMAT: E-TENDER NO. CDT5664P21

Hiring Services of 3(three) nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the Tender document, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.

<u>NAME OF BIDDER</u>					
<u>SAC Code</u>					
Item No.	Description of Services	UOM	Estimated Quantity per Truck Unit	Unit Rate (in Rs.) per Truck Unit (To quote by the Bidders)	Total Amount (Rs.)
A	B	C	D	E	F=D*E
10	FIXED CHARGE PER TRUCK UNIT (Truck for 24 hours with services of operating crew for 8 hours duty everyday throughout the month.)	MONTH	3		0.00
20	RUNNING CHARGE PER KM PER TRUCK UNIT at tendered cost of HSD @ Rs.79.09/Litre	KM	90000		0.00
30	SINGLE OVERTIME (SOT) RATE FOR DRIVER (8th to 9th hr)	HOUR	90	61.75	5,557.50
40	SINGLE OVERTIME (SOT) RATE FOR HELPER (8th to 9th hr)	HOUR	180	51.25	9,225.00
50	DOUBLE OVERTIME (DOT) RATE FOR DRIVER (beyond 9th hr)	HOUR	270	150.75	40,702.50
60	DOUBLE OVERTIME (DOT) RATE FOR HELPER (beyond 9th hr)	HOUR	540	125.00	67,500.00
<b>70</b>	<b>ESTIMATED CONTRACT COST PER TRUCK UNIT EXCLUDING GST</b>				
<b>80</b>	<b>RATE OF APPLICABLE GST</b>				<b>0.00</b>

<b>90</b>	<b>ESTIMATED CONTRACT COST PER TRUCK UNIT INCLUDING GST</b> ----- <b>(A)</b>		
100	<b>NOS. OF TRUCK OFFERED</b> ----- <b>(B)</b>	--	
<b>TOTAL ESTIMATED CONTRACT COST INCLUDING GST FOR THE OFFERED NOS. OF TRUCK (A) X (B)</b>			<b>0.00</b>
<p><b>1.</b> Bidder to quote only for item Sl. No. 10, 20, 80 &amp; 100 above.</p>			
<p><b>2.</b> Bidder must include all liabilities including statutory liabilities but excluding PF, Cost of Uniform/Safety items, GPAP, ESI and GST in the above rates. GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence. Any input credit benefit received by the party must be passed on to OIL. GST rate (including cess) to be provided in the respective places in the Price Bid.</p>			
<p><b>3.</b> Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST (CGST &amp; SGST/UTGST or IGST)</p>			
<p><b>4.</b> OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>			
<p><b>5.</b> Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. Bidders should quote for the Applicable GST Rate and mentioned the SAC/HSN code in the respective places in the Priced Bid. When a bidder mentions taxes as extra without specifying the rates &amp; amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.</p>			
<p><b>6.</b> Tendered cost of Fuel per litre: Rs.79.09 per litre (HSD).</p>			

**AGREEMENT FORM**

**CONTRACT NO.** \_\_\_\_\_

**for**

**“Hiring Services of 3(three) nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings & accessories as per specifications in the Tender document, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 3(three) months extendable by another 3(three) months.”**

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ 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 the one part, and **Sri/Smt./Miss** \_\_\_\_\_ (**Vendor Code:** \_\_\_\_\_) of \_\_\_\_\_ hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part;

WHEREAS the Company desires that Services of ‘ \_\_\_\_\_ ’ should be provided by the Contractor as detailed hereinafter or as Company may requires;

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Application submitted by the Contractor against Company's Tender No. \_\_\_\_\_.

WHEREAS, Contractor accepted the above LOA by endorsing on the copy of the LOA and furnished Security Deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_, valid till \_\_\_\_\_ of \_\_\_\_\_.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of Contract (GCC);
- (b) Section-II indicating the Schedule of Quantity (SOQ);
- (c) Section-III indicating the Special Conditions of Contract (SCC);
- (d) Section-IV indicating Schedule of company's Plants, Materials and Equipment (SCPME)
- (e) Section-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF:

<b><u>OIL INDIA LIMITED</u></b> (COMPANY)	..... (CONTRACTOR)
Signature: _____ Name: _____ Designation: _____	Signature: _____ Name: _____
In presence of: 1) _____ 2) _____	In presence of: 1) _____ 2) _____

**TECHNICAL CHECKLIST/REQUIREMENT SHEET**

Sl No	Clause No. of Tender Document.	Description	Bidders Remarks Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
1	1.0	<p><b><u>GENERAL CONFORMITY:</u></b></p> <p>The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the bid will be rejected.</p>		
2	BRC/BEC Clause: 2.1.1	<p>The bidder shall have experience of 01 (one) SIMILAR work of minimum Rs. 9.74 lakhs (Rupees Nine Lakh Seventy Four Thousand Only) in Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Government Corporations in previous 07 (seven) years to be reckoned from the original bid closing date i.e within the period <b>04/12/2013 to 03/12/2020</b>(both day inclusive).</p> <p>Documentary evidence must be submitted along with the Techno-Commercial Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. as applicable showing:</p> <p>(a) Gross value of job done; and            (b) Nature of job done; and            (c) Time period covering as per the NIT.</p> <p>Only Letter of Intent (LOI) / Letter of Award (LOA) and/or Work Order(s) are not acceptable as evidence. However, if Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL's own records of execution.</p> <p><b><u>Notes to clause 2.1.1:</u></b></p>		

		<p>(i) "Similar Work" means- Services of providing minimum 16MT payload capacity Trucks or Transport Services involving Heavy Vehicles including Mobile cranes, having Gross Vehicle Weight not less than 12000 Kg.</p> <p>(ii) The bidder must have experience of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/Government Corporations for any length of time during the last 07(seven) years ending on <b>03/12/2020</b>(Original Bid Closing Date) i.e. for any length of time within the period <b>04/12/2013 to 03/12/2020</b> (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out one similar work of minimum Rs. 9.74 lakhs. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of <b>04/12/2013 to 03/12/2020</b>; but the value of work done must be of requisite amount within the period.</p> <p>(iii) Bidder(s) executing similar nature of work which is still running will also be taken into consideration if the bidder(s) meets the prescribed value within the period as mentioned above (i.e. 04/12/2013 to 03/12/2020) in one similar work.</p> <p>(iv) Similar work executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting the experience.</p>		
3	BRC/BEC Clause: 2.1.2	<p>The offered Truck units must be registered in the name of the Bidder. Legible copies of the following documents of each these three trucks are to be submitted along with the bid:</p> <p>a) Self-attested photocopies/copies of  i) Valid Registration Certificates.  ii) Up to date Road Tax Payment Certificates.</p>		

4	BRC/BEC Clause: 2.1.3	The offered truck units must meet the tendered technical specifications as detailed in Section-III of Part-3 of this tender document and accordingly the bidder(s) must give an undertaking (as per prescribed format enclosed as <b>Annexure-B</b> ) declaring that if awarded with the contract by OIL, he/she/they would supply 03(Three) numbers truck units strictly as per the tendered technical specifications (detailed in Section-III of Part-3 of this tender document) and all other terms & conditions of the tender document.		
5	SCC clause: <b>AA</b>	<p><b><u>TECHNICAL:</u></b></p> <p>1.0 03 (three) Nos. readily available 6X4 drive truck units of minimum 16000 kg payload capacity, vintage not earlier than 01.01.2016 complete with loading platform and all standard fittings &amp; accessories as per specifications in the tender document and meeting specifications/models as detailed below.</p> <p>1.1 MAKE &amp; MODEL OF THE TRACTOR:</p> <p>(A) Bidders shall indicate the following in their Bid (as per <b>Annexure-B</b> enclosed):</p> <p>i. MAKE &amp; MODEL OF TRUCK UNITS OFFERED</p> <p>ii. NUMBER OF TRUCK UNITS OFFERED (must be three).</p> <p>(B) The truck units offered shall be of any one of the following models meeting specifications detailed in para (C) below -</p> <p>(a) TATA LPT 2518 6x4 / TATA 2823 6x4 (b) Ashok Leyland 2518/1 6x4 / Ashok Leyland 2820/1 6x4 . (c) Any other equivalent truck model of reputed manufacturers.</p> <p>Note : - In case of supply of equivalent model as per Clause (c) above, Make &amp; Model of the truck offered shall be clearly indicated in the bid.</p> <p>(C) SPECIFICATIONS OF CHASSIS -</p> <p>Readily available truck vintage not earlier than 01.01.2016 meeting specifications as under -</p> <p>a) Drive : 6x4</p> <p>b) Cowl : Full Forward Control</p>		

	c) GVW : Minimum 25 MT (for payload of minimum 16000 Kg)		
	d) Wheelbase : Minimum 4800 mm		
	e) Engine Output : Not less than 160 HP (at approx. 2250 rpm)		
	f) Engine Emission : Should meet prevailing emission norm in India		
	g) Axle Capacity : Approx. 6000 Kg for Front & 19000 Kg for Rear		
	h) Steering : Hydraulic Power Assisted		
	i) Overall Length : Approx. 9260 mm		
	j) Wheels : 10 + 1 spare wheel of minimum size 10.00 x 20.		
	k) Driver's Cabin : All steel construction original factory built by truck manufacturer Sleeper type driver's cabin with seating capacity for min. 2(two) persons excluding driver.		
	(D) SPECIFICATIONS OF LOADING PLATFORM -		
	<p>a). All welded steel construction heavy duty loading platform suitable for minimum 20MT loading. Minimum 4 Nos. stanchion holes at approx. at 1.5 meter interval on each side of the platform (at extreme ends to avail full platform width) for putting approx. 2.5 inch OD round removable type stanchions (stanchions will be provided by the supplier). Holes should be made sufficiently strong to hold the stanchions rigidly for loading the truck with rated load. Suitable Lashing rings at approx.1.5 meter interval for binding chains / chain hooks..</p> <p>b) Full-width Front Protective Frame/Board of adequate height and made of steel tubes/channels. No sideboards and tailboard are required for the loading platform..</p> <p>c) A gap of approx.. 250 mm between driver's cabin and the platform. Platform height as minimum as possible.</p> <p>d) Suitable Side Rail Guard (below the platform) on both sides of the platform to the extent possible. Suitable steps for platform.</p> <p>e) Rugged steel construction toolbox of adequate size below the platform for storing chains, craw bars, stanchions, etc.</p>		



		f) No extension of chassis to accommodate the platform. Any overhang of platform beyond chassis within permissible limit only.		
		(E) OTHERS -		
		a) All standard lightings, fittings & accessories as per Motor Vehicle Act, reversing alarm, sufficient side marker reflectors/florescent markers, hazard light flashers, etc., two large Rear View Mirrors, Towing hook, First Aid Box, Fire Extinguisher, two Flood Lights at rear top of driver's cabin for night operation, mounting arrangement for spare wheel, etc.  b) Overall length of complete unit approx. 9250 mm. Total weight i.e. unladen weight of complete unit as minimum as possible; preferably within 9000 Kg.		
6	BRC/BEC Clause: 2.2	<b>FINANCIAL CRITERIA:</b>		
7	2.2.1	Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs. 5.85 lakhs (Rupees Five Lakh Eighty Five Thousand Only).		
8	2.2.2	Net worth of bidder must be positive for preceding financial/accounting year.		
		Notes: 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 as per format prescribed in ANNEXURE-H.		
		ii) Audited Balance Sheet along with Profit & Loss account.		
		b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial		

		turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Annexure-I.		
		c) 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 is not available. However, bidder to provide documentary evidence for the same.		
		d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.		
		e) Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice.		
	2.3	<b><u>COMMERCIAL:</u></b>		
9	2.3.1	Bids are invited under <b>Single Stage Composite Bid System</b> i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) together. Bidders must submit both “Technical” and “Priced” Bids in electronic form through OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. Bidders must quote clearly and strictly in accordance with the price schedule outlined in <b>Price Bidding Format</b> attached under “ <b>Notes and Attachments</b> ” tab in the main bidding engine of OIL’s e-Tender portal; otherwise, the bid will be rejected.		
10	2.3.2	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.		
11	2.3.3	Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated only of the techno-commercially acceptable bidders, whose bids have been found to be		

		substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.		
12	2.3.4	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.		
13	2.3.5	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.		
14	2.3.6	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various items are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.		
15	2.3.7	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.		
16	2.3.8	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.		
17	2.3.9	<p><b>PURCHASE PREFERENCE CLAUSE:</b> Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p>		

		(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.		
18	2.3.10	<p><b>Documentation required to be submitted by MSEs:</b> Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SC/ST, and MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p>		
		i)Udyam Registration Number with Udyam Registration Certificate.		
		ii) Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.		
		Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.		
	<b>2.4</b>	<b>EVALUATION OF BID:</b>		
19	2.4.1	<p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:</p> <p>(i) Fixed Charge perTruck per month----- (A) (Truck for 24 hrs. with the services of operating crew for 8hrs. duty everyday throughout the month).</p> <p>(ii) Running Charge per Truck per Km ----(B) (For movement of the Truck from one worksite to another).</p>		

		The operating crew to be engaged by the contractor for 8 hours duty consists of one HMV driver and two helpers/jugualies for each Truck units.		
20	2.4.2	For ascertaining overall ranking, the total bid price will be worked out taking the quantum indicated above and the rates quoted for the particular item. The Bid Price per Truck unit will be worked out as below –  BID PRICE PER TRUCK UNIT= 03 x [A + (B x 3000)]. TOTAL BID PRICE = BID PRICE PER TRUCK UNIT x 3 (Considering uniform quantity of average monthly run of 3000 Km per month per truck unit).		
21	2.4.3	Except above rates including escalation/reduction in the same due to change in fuel price, as applicable, no other charges, whatsoever may be, shall be payable to the contractor under this contract agreement		
	2.4.4	Only one bid against a party offering individually as well as under Proprietorship /Partnership firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation		
	2.4.5	Any bid offering less than 03(three) truck units will not be considered for evaluation.		
	<b>2.5</b>	<b><u>AWARD OF CONTRACT:</u></b>		
22		Award of contract will be done as under:  (a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable lowest quoted bid price and after giving purchase preference to the eligible MSEs as mentioned above. (b) The lowest evaluated bidder (L-1) will be offered the contract for supplying the services of 03 (three) Nos. of readily available Truck units. (c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.		
	<b>3.0</b>	<b><u>BID REJECTION CRITERIA (BRC):</u></b>		
23	3.1	Bid Security in Original shall be furnished as a part of the Technical Bid and should reach office of the CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal		

		<p>along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper &amp; valid Bid Security will be rejected.</p> <p><b>Any Bid accompanied by bid security with (i) validity shorter than 120 days from the date of original bid closing (in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.</b></p> <p><b>Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 120 days from the date of original bid closing i.e. minimum up to 01.04.2021.</b></p>		
24	3.2	Bids submitted after the Bid Closing Date and Time will be rejected.		
25	3.3	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.		
26	3.4	There should not be any indication of price in the Un-Priced Technical Bid. A bid will be straightway rejected if price is given in the Un-Priced Technical Bid.		
27	3.5	The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.		
28	3.6	<p>Rates quoted by the bidder(s) must remain firm during the execution of the contract and not subject to variation on any account except the following:</p> <p>(i) First Variation in the quoted running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the tendered HSD price of <b>Rs.79.09 per Litre</b>. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. The variation in running charges will be calculated @ Rs. 0.29/Km (excluding GST) for variation of Rupee 1.00 per litre of fuel</p>		

		price.However, the lower threshold limit of running charge per Km is limited to 0(zero).  ii) The wage component is based on Govt. of India notified wages and MoS dated 24.01.2014. Any revision in the Govt. of India notified rates will accordingly be considered during the pendency of the contract. The rates of wages shall accordingly be revised/amended from time to time against such revision as notified by Govt. of India. Contractor is to see Notice Board of Contracts Department/Logistics Department every month for any such revision/amendment.		
29	3.7	Bid received with validity of offer less than <b>90 (Ninety)</b> days from the Bid Closing date will be rejected.		
30	3.8	Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected:  (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		
32	3.9	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.		
	<b>4.0</b>	<b><u>GENERAL:</u></b>		
33	4.1	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.		
34	4.2	OIL will not be responsible for delay, loss or		

		non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.		
35	4.3	In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the 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.		
36	4.4	To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.		
37	4.5	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.		
38	4.6	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.		

**END OF CONTRACT DOCUMENT**