



Tender No.:CGI5615P24

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)

(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT
PIPELINE HEADQUARTERS
GUWAHATI – 781171, ASSAM
Tel: (91) 361-2595601
E-mail: ramanujd@oilindia.in
Website: www.oil-india.com

Notice Inviting Tender
Sub: Tender No. CGI5615P24

GeM Availability Report ID: GEM/GARPTS/08022024/OG30X0E1N89P DATED 08.02.2024.

1.1 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Pipeline Headquarters at Guwahati, Assam.

In connection with its operations, OIL wants to hire the services as mentioned in the Tender document on “**one-applicant-one-vehicle**” basis for which Bids are invited with requisite documents as indicated in the tender through its E-Procurement portal. **Click the link <https://etender.srm.oilindia.in/irj/portal> for online application** or visit the website of OIL INDIA LIMITED i.e. www.oil-india.com For Vendors online application for hiring the services of brand new OF **1 (ONE) NO. OF MINIBUS MODEL BUS, 24 + 1 STR, BS VI MAKE: TATA OR EQUIVALENT** to access the Online Application form:

Tender Number	CGI5615P24
Description of Service	HIRING SERVICES OF 1 (ONE) BRAND NEW MINIBUS, MAKE: TATA (OR) EQUIVALENT WITH SEATING CAPACITY: 24 + DRIVER, DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION FOR PLYING UNDER NUMALIGARH TERMINAL (NT) FOR A PERIOD OF 4 YEARS
Model of the Vehicle	1 (ONE) BRAND NEW MINIBUS, MAKE: TATA (OR) EQUIVALENT WITH SEATING CAPACITY: 24 + DRIVER, DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION AND STANDARD COMPANY PROVIDED FITTINGS & ACCESSORIES
No. of Vehicles required (Approx.)	1 (ONE)
Application receipt date(s)	As per online data

Application receipt.	<p>Online Application Mode. Click the link for Online Application link; https://etender.srm.oilindia.in/irj/portal or you may visit the website of OIL INDIA LIMITED i.e. www.oilindia.com to access the link for Online Application.</p> <p>Only one online bid will be accepted from one applicant. If at any stage it is found that an applicant has submitted more than 1 (one) bid in his / her name against the tender, i.e. either after the submission of applications or during scrutiny of applications of provisionally selected applicants through Draw of Lots or during pendency of award of contract, then all the bids submitted by such applicant(s) will be rejected and the Performance Security submitted, if awarded contract(s) to such applicant(s), will also be forfeited.</p>
Lottery Venue (if applicable)	Contracts Section Pipeline Department, Oil India Limited-PHQ, Guwhati-781171
Lottery date (if applicable)	Will be notified via email and Notice Board of Contracts Section nearer the time.
Bid Security (EMD)	Rs. 2,13,800.00
Performance Security	5% of annualized Contract value. Please refer Clause 8.0 hereof.
Validity of Performance Security	If submitted in the form of Bank Guarantee (BG), the validity of the BG should be 3 months beyond the Contract period/duration.

Applicable rates for 1 (ONE) BRAND NEW MINIBUS, MAKE: TATA (OR) EQUIVALENT WITH SEATING CAPACITY: 24 + DRIVER, DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS		
Item No.	Description of Services	Amt. (in Rs.)
10	Fixed charge per month per vehicle	1,19,456.02
20	Running Charge per KM per vehicle	18.46
30	Drivers Single OT 01/hr. (Beyond 8 th hour & up to 9 th hour	61.75
40	Drivers Double OT 01/hr. (Beyond 9 th hour)	177.25
50	Drivers Holiday OT/HR	88.63
60	Helpers Single OT 01/hr. (Beyond 8 th hour & up to 9 th hour	43.75
70	Helpers Double OT 01/hr. (Beyond 9 th hour)	126.00
80	Helpers Holiday OT/HR	63.00

1.2 Amongst others, the above Fixed Charge per month is inclusive of the following:

A	Vehicle for 24 hours with services of driver for 08 (eight) hours normal duty every day throughout the month which is inclusive of wages of regular driver & helper for rest days, holidays, leave and other emoluments like bonus etc. Wages of driver & helper will be as per applicable MoS /minimum wage as notified by Govt. of India.
B	Monthly wages of the regular driver as per the rates mentioned above which also includes weekly rest day wages.
C	The offered Fixed Charges include all liabilities including statutory liabilities but is exclusive of PF, ESI, cost of uniform of the driver, GPAP of driver & applicable GST. 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.
D	As per the MoS - In the event of applicable minimum wages as notified by the Central Govt. exceeds the prevalent daily wages of MoS for Drivers & Helpers, the daily wages will be suitably enhanced so as to match the applicable minimum daily rate of wages notified by the central Govt. authority. The rates of wages shall, therefore, be revised/amended from time to time whenever such revisions as notified by the Central Govt. exceeds the prevalent MoS rate for daily wages for Drivers.

2.0 Online Application:

- 2.1 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 02:00 PM (IST) at Office of the GM-Contracts in presence of authorized representative of the bidder.
- 2.2 All the Bids must be Digitally Signed using "Class 3" digital certificate [Organization] (e-commerce application) only 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. The bid signed using other than "Class 3" digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer "Guideline to Bidder for participating in OIL"
- 2.3 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 2.4 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will be debarred 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.
- 2.5 Conditional bids are liable to be rejected at the discretion of the Company.
- 2.6 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 2.7 In case of Sole Proprietorship Firm, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
- 2.8 In case of HUF, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.
- 2.9 In case of Partnership Firm, Copies of Telephone (Landline

Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.

- 2.9 In case of Co-Operative Societies, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST Registration Certificate.
- 2.10 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of GST Registration Certificate.
- 2.11 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.
- 2.12 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.
- 2.12 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.
- 2.13 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 liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 2.14 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- 2.15 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / FD Certificate pledged in favor of OIL by issuing bank /Bank Guarantee as specified above within 2two) weeks from date of issue of LOA before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation

or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

- 2.16 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 2.17 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder the bidder shall be debarred for 2 (two) years from the date of default.
- 2.18 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be. Also the bidder / the party/the contractor shall be debarred for a period of two (02) years from the date of issuance of debarment notice, besides legal action.

- 3.0 The tender will be governed by:

Notice Inviting Letter.
Instruction to Bidders-Part-I
BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria –Part-II,
General Conditions of Contract. (GCC) Part –III,
Schedule of Work, Unit and Quantity (SOQ)- Part-IV
Special Conditions of Contract (SCC) & Scope of Work, Part-V,
Proforma

- 4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms (Bid document, Integrity Pact, Proforma, Annexure) and supporting documents are to be submitted

through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The G.M. (Contracts), Pipeline Head Quarter, Oil India Limited, Guwahati- 781171, ASSAM

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer "Guideline to Bidder for participating in OIL"

- 4.1 The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab. The Price Bid rates shall be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid to be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

Notes and Attachments	→ Only Price Details Should Be Uploaded
Technical attachments	→ All technical bid documents except price details

Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer " New Vendor Manual (effective 12.0.2017) " available in the login Page of the OIL's E-tender Portal.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL's E-tender Site:



Oil India Limited e-Procurement

User ID *
Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

Important Note for New Portal Users:

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for
the New
Manual &
Instruction

© 2012 Oil India Limited. All rights reserved.

[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

Notes:

- * The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details except the prices.
- ** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension. SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and clock on OK to save the File.
- 4.2 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 4.3 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 4.4 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 4.5 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

- 4.6 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

5.0 Salient Selection Procedure for award of contract: -

(a) ***It must be understood that the submitted bids will be strictly scrutinized as per BEC-BRC below and only those applicants fulfilling the conditions will be considered for further processing.***

(b) Only the short listed and found to be eligible bids will be considered for further processing. Bidders are required to submit the following documents along with their techno-commercial bid:

i) An Affidavit shall have to be affirmed /sworn by the Applicant as per **Annexure-A**.

ii) If the applicant is a son/daughter/ spouse of any employees of OIL, then the applicant shall have to submit a declaration jointly with the employee in the form of an affidavit in this regard and confirm thereby to produce a Certificate from the HR (Relation)/HR (Development) Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list before issuance of LOA. **(Ref. Annexure-B)**.

iii) (a) The Contractor must obtain PF code under the EPF & MP Act. 1952. Further, the Contractor is liable for generation of UAN in respect of his engaged driver.

(b) The Contractor must obtain ESI Code under ESI Act 1948. Further, the Contractor is liable for generation of IP Number in respect of his engaged driver.

(c) In case ESI is not applicable to the contractor, he/she must obtain an insurance policy in the name of the driver to be engaged by him/her, under Employee's Compensation Act 1923.

An affidavit to the effect of Clause (a), (b) and (c) above is to be submitted as per the format given in **Annexure-C**.

Note: The Contractor shall have to submit copies of PF and ESI registration/ Insurance policy showing the details of UAN and IP Number/ Policy number of the insurance of the driver engaged before placement of the vehicle failing which the Contract will be liable for

cancellation.

OR

d) If the Contractor desires to engage driver having OIL allotted UAN & IP, submission of details of PF and ESI registration/insurance policy showing the details of UAN and IP Number/ Policy number of the insurance of the driver engaged as mentioned in Note above is not mandatory. Such applicant shall have to submit undertaking to this effect as per the format given in **Annexure-D**.

iv) OIL shall enter into an Integrity Pact with the applicant(s) short-listed through draw-of-lots for **1 (ONE) BRAND NEW MINIBUS, MAKE: TATA (OR) EQUIVALENT WITH SEATING CAPACITY: 24 + DRIVER, DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS ALONG WITH 01 (ONE) DRIVER AND HELPER FOR PLYING AT NUMALIGARH TERMINAL (NT) FOR A PERIOD OF 4 (FOUR) YEARS.**

The Integrity Pact has been uploaded along with the Tender as **Section-V**. The applicants shall have to confirm acceptance of the Terms and Conditions of the Integrity pact in the online application. However, the signed copy of the same shall have to be submitted in original only by the short-listed applicants.

OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Shri Tejendra Mohan Bhasin, Former CVC and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Ram Phal Pawar, IPS (Retd.),
Former Director, NCRB, MHA
E-mail IDs: rpawar61@hotmail.com
ramphal.pawar@ips.gov.in
- a. Shri Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
- b. Shri Om Prakash Singh,
IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com
- v) Format for Bidder Details-**Proforma- IV**.
- vi) **BID SECURITY:** Bid Security is required to protect the Company against the risk of Bidder's conduct. All the bids must be

accompanied by Bid Security in Original as prescribed under Clause No. 2.2 of ITB, for the amount as mentioned in the e-tender portal. Any application not secured with Bid Security shall be rejected by the Company as non-responsive.

- vii) Format of undertaking by Bidders towards submission of authentic information/documents as per **Proforma-V**.
- (d) No Tender Fee is required to be submitted by the applicants.
- (e) Contracts on the basis of “One Bidder-One-Vehicle” will be awarded to the successful bidders as per priority of the Draw-of-Lots against actual requirement of the Company. The contract shall be as per terms and conditions of the tender.
- (f) 'Draw-of-lots' will be held on the specified date and time which shall be intimated to the techno-commercially acceptable bidders through email and notice displayed on Notice Board at the office of GM-Contracts, OIL, Guwahati.
- (g) In the event, technically qualified applicants are less than the required Company's requirement from the first Draw-of-lot, then the balance requirement shall be selected through a second Draw-of-lot. Subsequent Draw-of-lots in the above manner shall be conducted till the requirement of technically acceptable applicants is exhausted. OIL reserves the right to shortlist the appropriate nos. of applicants in the Draw-of-lots.
- (h) Contracts on the basis of “One Applicant/Bidder-One-Vehicle” will be awarded to the successful (techno-commercially acceptable) applicants as per priority of the Draw-of-Lots against actual requirement of the Company. The contract shall be as per terms and conditions of the tender. The detailed rates, terms and conditions of the tender may be viewed at OIL's website www.oil-india.com and also may be seen at the office of the GM-Contracts, Guwahati.
- (i) **Applicant(s) who submit(s) more than one bid, due to any reason, should withdraw all his/hers bids except keeping only one valid bid, by submitting an application in this effect to the GM-Contracts within 7 days from the last date of receipt of application, failing which all bids of such applicant(s) will be rejected as per para 6.0 (i) below.**

6.0 Bids will be rejected in the following cases (before as well as after Lottery, as applicable):

- (a) If bid is not submitted through on line submission portal as mentioned in this Tender.

- (b) If bidder doesn't fulfil one or more than one criteria under BRC of tender.
- (c) If the age of the applicant is found to be below 18 years on the date of submission of application.
- (d) If applicant's name/address /date of birth (either or more) is/are not mentioned in the online bid.
- (e) If the applicant happens to be an employee of OIL or any other Public Sector Undertaking/Government/Quasi Government organization. **Affidavit-A** is to be submitted. Ref. Para 3-C-(v) above. **(Annexure-A)**
- (f) If the applicant happens to be a son/daughter/ spouse of any OIL employee but does not submit **Annexure-B** and/or a Certificate from the HR (Relation)/HR (Development) Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list of the Company. Ref. Para 3.0 C-(vi) above.
- (g) If the applicant does not submit Affidavit (as per **Annexure-C**) or undertaking (as per **Annexure-D**) whichever is applicable.
- (h) In case, supporting document(s) of address proof and / or supporting document of age proof etc. given by the shortlisted (through draw of lots) applicant does not match with that mentioned in the online bid, such application(s) may not be considered for further evaluation and liable for rejection.
- (i) If at any stage it is found that an applicant has submitted more than 1 (one) bid in his / her name against the tender, i.e. either after the submission of applications or during scrutiny of applications of provisionally selected applicants through Draw of Lots or during pendency of award of contract, then all the bids submitted by such applicant(s) will be rejected and the Performance Security submitted, if awarded contract(s) to such applicant(s), will also be forfeited.
- (j) If any Applicant refuses to sign and submit the Integrity pact, wherever applicable, their applications shall be rejected.

7.0 The wages etc. due to the driver(s) and helper(s) as per provisions of applicable MOS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) (duly signed by both the contractor & Driver(s) along with the monthly statement-cum-kilometrage bill of each subsequent month in support of payment of the wages to driver(s) as mentioned in Para-12, SOQ (Part-II).

8.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Para 1.1 above Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).

8.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-IX**) to be provided to the successful applicants) issued by Nationalized or Scheduled Bank in favor of M/s Oil India Limited and payable at Guwahati. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled, Undertaking towards details of BG (Format attached as **Proforma- XVI**) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / FD Certificate pledged in favor of OIL by issuing bank / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favor of "Oil India Limited" payable at Guwahati.

ii. Performance Security amount through NEFT or RTGS mode may be deposited to the following designated OIL's bank account:

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

iii. If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/FD Certificate pledged in favor of OIL by issuing bank /Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.

8.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

8.3 The Bank Guarantee issuing bank branch must ensure the following:

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 Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005. The Bank details are as under:

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002

h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

- 8.4 This Performance Security must be valid for **03 (three) months** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.
- 8.5 The Performance Security Deposit will be refunded to the Contractor after **03 (three) months** of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.
- 9.0** OIL INDIA LIMITED reserves the right to reject any/all applications/bids without assigning any reasons whatsoever.
- 10.0** In case of any unprecedented Bandh / Holiday on the date of "Draw-of-lots", the same will be held on the next working day.
- 11.0** All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and the web based application only and no separate notification shall be issued in the press. Prospective applicants are requested to regularly visit the website and the web based application to keep them updated.

GM-CONTRACTS PL
FOR CGM-PLS

INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

2.1 TENDER FEE: NIL

- a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) 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.
- c) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s).

2.2 BID SECURITY:

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 8.
2. All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the e-tender portal:
 - a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per PROFORMA-XI) issued by Nationalized or Scheduled Bank in favor of M/s Oil India Limited and payable at GUWAHATI. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
 - b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/ FD Certificate

pledged in favor of OIL by issuing bank /irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.

- i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, FD Certificate pledged in favor of OIL by issuing bank, the same should be in favour of "Oil India Limited" payable at Guwahati.
- ii. 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:

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

- iii. 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.
- c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/ Letter of Credit, the original hard copy of Bid Security should reach the office of GM-CONTRACTS, OIL PHQ GUWAHATI-781171 on or before 12.45 p.m. (IST) on the bid closing / opening date otherwise bid will be rejected.

- d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 8 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

3. Any bid not secured in accordance with sub-clause 2 above shall be rejected by the Company as non-responsive.

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

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

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 No. 8.0 in the above section is furnished.

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

8. The Bid Security may be forfeited:
- If the bidder withdraws the bid within its original / extended validity.
 - If the bidder modifies / revises their bid suo-moto within its original / extended validity.
 - If the bidder does not accept the contract.
 - If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
 - 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.

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 as per the prevailing Banning Policy of the Company (OIL).

10. 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.

11. The Bank Guarantee issuing bank branch must ensure the following:

The bank guarantee issued by the bank must be routed through SFMS platform as per the following details:

- “MT760/ MT760 COV for issuance of bank guarantee”*
- “MT767/ MT767 COV for issuance of bank guarantee”*

The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, chibber House, G S Road, Dispur, Assam, PIN- 781005.”

b) The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee

<u>BANK DETAILS OF BENEFICIARY</u>		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654

e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

12

EXEMPTIONS FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) are eligible for exemption of Bid Security.

b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

c) Documentation required to be submitted by MSEs: Refer Clause No. 36.0 below.

3.0 **TRANSFERABILITY OF BID DOCUMENTS:**

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 **DOCUMENT:**

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 Tender No.
- ii) Bid closing date and time.

- iii) Bid opening date, time and place.
- iv) Bid submission place.
- v) Bid opening place.

- 1. Covering Letter with Salient features
- 2. Part –I Instruction to Bidders
- 3. Part-II: Bid Rejection/Evaluation Criteria
- 4. Part-III General terms and Condition of the Contract
- 5. Part-IV: Schedule of Quantities, Service/work and Rates
- 6. Part-V: Special Condition of the Contract
- 7. Part-VI: Safety Measure and Compliance

Proformas

- 4.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

5.0 AMENDMENT OF BIDDING DOCUMENTS:

- 5.1 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 Bidding Documents by the issuance of an Addendum.
- 5.2 ***The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in newspaper nor sent to any of the participating Bidders. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.***

6.0 PREPARATION OF BIDS

6.1 LANGUAGE OF BIDS:

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

6.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

7.0 DOCUMENTS COMPRISING THE BID:

- 7.1 Bids are invited under **Single Stage Two Bid System**. The bid along

with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on _____" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

General Manager (Contracts), Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati, Assam – 781171

7.2 Envelope:

- i) Any document required to be submitted in original as per tender requirement.

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

8.0 E- FORM FOR ONLINE SUBMISSION:

8.1 TECHNICAL BID (Un-Priced) comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause **9.0** of this section.
- iv) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-II**.
- v) ***Original Affidavit in Court Stamp Paper of Rs. 20.00, duly attested by Notary as per the prescribed format in Proforma-VIII.***
- v) ***Copy of signed Bid document without indicating prices.***

8.2 COMMERCIAL/PRICE BID comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

- (i) Price-Bid Format as per relevant format
- (ii) Bid Form as per **Proforma -XI**

The Priced Bid shall contain the prices along with the currency

quoted and any other commercial information pertaining to the service offered.

NOTE:

TECHNICAL BID & COMMERCIAL / PRICE BID shall be submitted through e-tendering process only.

9.0 BID SECURITY DECLARATION FORM:

Deleted.

10.0 BID PRICE:

10.1 ***Unit prices must be quoted by the bidders both in words and in figures.***

10.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

10.3 All duties and taxes including Contract Tax, Corporate income Taxes and other levies but **exclusive of GST** payable by the successful bidder under the Contract for which this Bidding 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 accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

11.0 CURRENCIES OF BID AND PAYMENT:

8.1 Bid currency and payment shall be **INR**.

12.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Part-II** of the document.

13.0 SIGNING OF BID:

10.1 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 Organizations Name [e-commerce application (Certificate with personal verification and Organization 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.

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 authenticity of above digital signature shall be verified through authorized CA after bid opening and 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 it's proper usage by their employees.

- 13.2 ***The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma-III) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.***
- 13.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 13.4 ***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.***
- 13.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

14.0 BID SECURITY: APPLICABLE

- 14.1 ***In case any bidder withdraws their bid during the period of bid validity, the party shall be debarred for a period of 2(two) years to participate any future tender and submitted bid security will be forfeited.***

15.0 PERIOD OF VALIDITY OF BIDS:

- 15.1 Bids shall remain valid for **120 days** after the date of bid opening (technical) prescribed by the Company.
- 15.2 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/email (or by Fax). The bid Security provided under **Clause 14.0** 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.

16.0 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-II**.

17.0 Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

18.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

19.0 LATE BIDS:

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

20.0 MODIFICATION AND WITHDRAWAL OF BIDS:

20.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.

20.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

20.3 No bid can be modified subsequent to the uploading in the e-tendering system.

20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

21.0 PRE-BID CONFERENCE/ MEETING:

Not Applicable for this Tender.

22.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action. **In case of major and serious fraud, period of debarment may be enhanced.**

23.0 OPENING AND EVALUATION OF BID:

23.1 Company will open the Bids in the presence of Bidder's representatives

who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter 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. Only one representative against each bid will be allowed to attend.

- 23.2 Bid for which an acceptable notice of withdrawal has been received 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 properly signed and whether the bids are generally in order.
- 23.3 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.
- 23.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 23.5 **To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.**
- 23.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding 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.
- 23.7 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.
- 23.8 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.

24.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 24.1 ***Company will open the Commercial/Price Bids of all the Bidders***

on a specific date as mentioned in portal in presence of interested bidders.

- 24.2 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.
- 24.3 ***Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.***

25.0 EVALUATION AND COMPARISON OF BIDS:

- 25.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents.
- 25.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 25.3 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.

26.0 CONTACTING THE COMPANY:

- 26.1 Except as otherwise provided, 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.
- 26.2 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.

27.0 AWARD OF CONTRACT

AWARD CRITERIA:

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.

28.0 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.

29.0 NOTIFICATION OF AWARD:

- 29.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 29.2 ***The notification of award will constitute the formation of the Contract.***
- 29.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

30.0 SIGNING OF CONTRACT:

- 30.1 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 document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 30.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

31.0 PERFORMANCE SECURITY:

- 31.1 Successful bidder shall be required to furnish an amount equivalent to **10%** of the annualized contract value as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled, and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank and shall remain valid for **3 (Three)** more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma -IX**. The same will be discharged by company not later than 30 days following its expiry.
- (a) A Bank Guarantee in the prescribed format vide **Proforma-IX** **issued** by any of the following Banks **is acceptable**:
- i) 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**
- ii) 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.

(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

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.

The bank guarantee issued by the bank must be routed through SFMS platform as per the following details:

- a. (i) “MT760/ MT760 COV for issuance of bank guarantee”
(ii) “MT767/ MT767 COV for issuance of bank guarantee”**

The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, chibber House, G S Road, Dispur, Assam, PIN- 781005.”

b) The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee

- 31.2 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfill its obligations under the Contract.
- 31.3 Failure of the successful Bidder to comply with the requirements of clause **31.1** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

32.0 INTEGRITY PACT:

- 32.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**SECTION -V- Integrity Pact**” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.
- 32.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Tejendra Mohan Bhasin, Former CVC, and Shri Om Prakash Singh, IPS(Retd.) as Independent Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Ram Phal Pawar, IPS (Retd.),
Former Director, NCRB, MHA
E-mail IDs: rpawar61@hotmail.com
ramphal.pawar@ips.gov.in
- b. Shri Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
- c. Shri Om Prakash Singh, IPS(Retd.) ,
E-Mail: Ops2020@rediffmail.com

33.0 COST OF BIDDING:

- 33.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 33.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

34.0 POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

- 34.1 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP- MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.
- 34.2 The Public Procurement (Preference to Make in India), Order 2017 (PPP- MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

34.3 DEFINITIONS: -

- (i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
Further Local value addition through services such as transportation,

insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

- (ii) **‘Class-I local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

‘Non - Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.
- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.
- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas
- (vi) **Procuring Entity** means Oil India Limited (OILL)
- (vii) **Works** means all the works as per Rule 130 of GFR-2017 also include ‘turnkey works’

34.4 **Margin of Purchase Preference:** The margin of purchase preference shall be **20%**.

34.5 ELIGIBILITY OF ‘CLASS-I LOCAL SUPPLIER’/ ‘CLASS-II LOCAL SUPPLIER’/ ‘NON-LOCAL SUPPLIERS’ FOR DIFFERENT TYPES OF PROCUREMENT

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only ‘Class-I local supplier’ and ‘Class-II local supplier’, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding ‘Non local suppliers' shall also be eligible to bid along with ‘Class-I local suppliers' and ‘Class-II local suppliers'.

- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

34.6 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'non-local supplier', as per following procedure:
- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single

supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

34.7 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in attached Proforma. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP- 2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

34.8 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII(prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%) L3 bidder is MSE bidder (within 15%). MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%) L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

34.9 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per **Proforma MII**) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to **Proforma XIV** 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the

percentage of local content as per **Proforma XIV**, Form -2.

- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with OIL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, OIL shall initiate action for banning such manufacturer/supplier/service provider as per as per OIL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

34.9.1 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

35.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDERS WITH INDIA:

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

- 1.0 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration. Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 2.0 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- 3.0 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
- 4.0 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above The beneficial owner for the purpose of para 3.0 above will be as under:
- 4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 5.0 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.0 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 7.0 Validity of Registration: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.0 Undertaking regarding compliance: The bidders are required to provide undertakings as per **Proforma-XIII** Exhibits - I, II & III along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/ action as per OIL's Banning Policy and further legal action in accordance with law.

36.0 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.

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:

Udyam Registration Number with Udyam Registration Certificate.

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

37.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.

Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

38.0 SITE VISIT:

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks,

contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;

- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

39.0 GENERAL:

- 39.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 39.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 39.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

40.0 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.

- 41.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same.

- 41.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST ~~and Central Excise~~ Registration Certificate.
- 41.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST ~~and Central Excise~~ Registration Certificate.
- 41.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST ~~and Central Excise~~ Registration Certificate.

- 41.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST ~~and Central Excise~~ Registration Certificate.

- 41.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies GST ~~and Central Excise~~ Registration Certificate.

- 41.6 **In case of Joint Stock Companies registered under the Indian Companies Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST ~~and Central Excise~~ Registration Certificate.

- 41.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.

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

BID EVALUATION CRITERIA (BEC)

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and/or services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.0 ELIGIBILITY CRITERIA:

Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP- MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

The bidder must be incorporated/registered in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022** by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-MII benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The Bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking as per Proforma-XIV from the authorized signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded

(c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 **Technical Requirements:**

A) **EXPERIENCE:** Bidders must have:

Relevant experience of having successfully completed one "similar work" of value **Rs. 13,35,900.00** with PSUs / Central Govt. Org. / State Govt. / Semi-State Govt. / Reputed Private Organization in last 7(Seven) years to be reckoned from date of bid closing.

"Similar work" mentioned above means bidder shall have the experience of providing hired vehicle services with PSUs / Central Govt. / State Govt./ Semi-State Govt./ Reputed Private Organization in last 7(Seven) years to be reckoned from date of bid closing.

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

For proof of requisite experience and relevant technical requirements, any one of the following documents/photocopies must be submitted along with the bid:

1. A relevant Certificate issued by PSUs or Central Govt. or State Govt. or Semi-State Govt. Organization in last seven years from date of original bid closing date showing:

- a) Gross value of job done; and
- b) Nature of job done; and
- c) Time period covering the financial year(s) as per NIT; and
- d) Clearly mentioning job completion date.
- e) FORM 16(A) has to be submitted in case of experience in private companies

NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE

WILL RESULT IN REJECTION OF BIDS.

NOTE:-

- (i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
 - (ii) In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.
- 2.2 All the supporting documents in compliance to BEC requirements above shall be scanned and uploaded along with the technical bid. Non-submission of the documents will result in rejection of bids.
- 2.3 Any bid not complying BEC requirements shall be summarily rejected.
- 2.4 Bidders must have **PF Account** in their name issued by Regional Provident Fund Commissioner. Bidders must have **ESI Account** in their name. Documentary evidence of the same is to be submitted.
- 2.5 Deviation to the following provision of the tender document liable for rejection of Bid:
- i. Firm price
 - ii. EMD / Bid Bond
 - iii. Scope of work
 - iv. Specifications
 - v. Price Schedule
 - vi. Delivery / Completion Schedule
 - vii. Period of Validity of Bid
 - viii. Liquidated Damages
 - ix. Performance Bank Guarantee / Security deposit
 - x. Guarantee of material / work
 - xi. Arbitration / Resolution of Dispute
 - xii. Force Majeure
 - xiii. Applicable Laws
 - xiv. Integrity Pact, if applicable
 - xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 2.6 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:
- a) Tax Exemption Certificate, if any, if /applicable.
 - b) PAN no. (photocopy of the PAN card required).
 - c) GST registration Certificate
 - d) Bank account No. with name of Bank, Type of account, Bank address.
 - e) P.F. Account No. / Code.
 - f) ESI registration no.

g) Price quotation of the offered vehicle from the Authorized Motor Vehicle Dealer along with the offer

2.7 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:

- a) The FACTORY Act - 1948
- b) The Minimum Wages Act 1948
- c) The Workman's compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labor (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees' Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) AGST Act/VAT
- k) GST Act

2.8 Documentary Evidence in support of sound financial standing, Bank Account Number from any Nationalized Bank and PAN card number to be submitted by bidder.

2.9 **Bidders will have to submit documents having the detailed postal address in the name of the firm /owner, which shall substantiate the proof of office establishment for at least 1 year reckoned from the original BCD within 50 KM of PL locations where the services need to be provided i.e. Numaligarh Terminal of Oil India Limited. Documentary evidence must be provided in the form of following documents, which satisfies as a valid proof of having the office establishment: --**

- 1. **Trade Licenses for last one year with detailed postal address issued by the local authority in the name of the firm /owner.**
- 2. **Valid GST Registration Certificate since last one year with detailed postal address in the name of the firm /owner.**
- 3. **Landline phone bill for last one year with detailed postal address in the name of the firm /owner.**
- 4. **Electricity bill for last one year in the name of the Firm with detailed postal address in the name of the firm /owner.**

Currently valid Documentary Evidence of Address Proof shall only be considered for evaluation

"Additionally, the names of the areas covering the 50 Km radius may be mentioned".

3.0 FINANCIAL REJECTION CRITERIA:

- a) Annual financial turnover as per Audited Annual Reports in any of the preceding 3 financial years to be reckoned from the original bid

closing date should be at least **Rs. 8,01,600.00**.

b) For consortium

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

b) Period for consideration: In any of preceding 3 financial years

c) **Net worth: Positive for the preceding financial / accounting year.**

d) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/ Financial Statements for the financial year 2022-2023 (or as the case may be) has actually not been audited as on original bid closing date.

e) 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, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth.**

OR

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

iii) **Mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice**

f) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN (Firm Registration Number) is not available. However, bidder will have to provide documentary evidence for the same.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 The bids are to be submitted in single stage under two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid

together. The Un-priced techno- commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**

- 4.2 The quantities shown against each item in the BOQ 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 operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.
- 4.3 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 4.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of GM- Contracts, OIL at Guwahati 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 ₹ 2,13,800.00. Bid without proper & valid Bid Security will be rejected.
- 4.5 If bidder withdraws or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.6 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 4.7 Bids shall be typed or written in indelible ink.
- 4.8 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

- 4.9** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
 - (ii) Bid Security
 - (iii) Period of validity of Bid
 - (iv) Price Schedule
 - (v) Performance Bank Guarantee / Security deposit
 - (vi) Delivery / Completion Schedule
 - (vii) Scope of work
 - (viii) Guarantee of material / work
 - (ix) Liquidated Damages clause
 - (x) Tax liabilities
 - (xi) Arbitration / Resolution of Dispute Clause
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Specifications
 - (xv) Integrity Pact
- 4.11** There should not be any indication of price in the Un-Priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-Priced Techno- Commercial Bid.
- 4.12** Bid received with validity of offer less than 120 (One-Hundred Twenty) days from Bid Closing Date will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in relevant Proforma.
- 4.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.
- 4.14** 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 have 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.

5.0 PRICE EVALUATION CRITERIA:

- 5.1** Price bid shall be evaluated in respect of only 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.
- 5.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ (i.e. fixed monthly charge X 48 months, Running Charge per KM X the Estimated KM indicated i.e. 4000 Km/month) for each vehicle of the tender.
- 5.3** Bidders are required to quote for all the items as per Price Bid Format; otherwise, the offer of the bidder will be straightway rejected.
- 5.4** If there is any discrepancy between the unit price and the total price, the total price will prevail and the unit 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.
- 5.5** It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.6** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- 5.7** 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.
- 5.8** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities.

5.9 Contracts on the basis of “One Bidder-One-Vehicle” will be awarded to the successful bidders as per priority of the Draw-of-Lots against actual requirement of the Company. The contract shall be as per offered rates and other terms and conditions of the tender.

a) The lowest techno-commercially acceptable bidder (L1) will be determined by the rates quoted for each vehicle. The bidder with lowest rate per vehicle will be declared as L1. Similarly, techno-commercially acceptable bidder offering the next higher rate will be ranked as L2, L3, L4 and so on for each vehicle.

b) In the case where only a single bidder emerges L1 for each vehicle, L2 bidder(s) will then be offered to provide the service of tendered vehicle subject to matching their rates with L1 bidder. However, if any of the other bidders refuses to match their price to that of L1 bidder, the next lowest bidder will be considered for award of contract subject to matching their price to L1 bidder.

Subsequently, when more than one bidder emerges as lowest (L1) bidders due to equal rates quoted (or after matching of prices), then the successful bidder for award of contract of each vehicle will be decided by draw of lots. All techno-commercially qualified L1 bidders will be eligible for “draw of Lots”. However, the first successful winner in the “draw of Lots” will not be eligible for 2nd & subsequent rounds of “draw of Lots” and the second successful winner will not be eligible for 3rd & 4th round of “draw of Lots”, and so on. The allotment of the vehicles will be on the basis of ‘One Person One Vehicle’ only. Company's decision in this regard is final and binding to all bidders.

c) The original rates quoted by the bidders will not be allowed to increase under any circumstances.

5.10 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.

5.11 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

5.12 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

5.13 Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

5.14 PURCHASE PREFERENCE CLAUSE:

5.14.1 **PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered under Udyam Registration or UAM.

a) Purchase Preference to Micro and Small Enterprises (MSEs) falling within the price band of L-1+ 15% and Purchase preference policy-linked with Local Content (PP-MII) falling within the price band of L-1+ 20% shall be applicable in this tender.

b) **In case a bidder is eligible to seek benefits under PP-MII policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-MII or MSE policy. Bidder to categorically confirm under which policy i.e. PP-MII or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit.** The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies. Please refer relevant Proforma to confirm under which category (PPLC of MSE) the benefit has been sought.

Documentation required to be submitted by MSEs:

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 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16th June 2021, CG-DL-E- 19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 DATED 06.05.2022 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 up to 30th day of June, 2022 and any amendment thereof.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits

applicable to MSEs.

- i. Udyam Registration Number with Udyam Registration Certificate

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

(c) PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSEs AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- (d) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (e) In the procurements of goods or works which are cover by para 5 (b) of policy and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (f) In the procurements of goods or works which are covered by para 5 (b) of Policy and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over

'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- iv. "Class-II local supplier" will not get purchase preference in any procurement.

g) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b) of policy, the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'non-local supplier', as per following procedure:

- a. If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- b. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of

maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

- h) In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in attached Proforma. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP- 2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (iii) Public Procurement Policy for MSE 2012
- (iv) Public Procurement (Preference to Make in India), Order 2017

i. Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII(prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%) L3 bidder is MSE bidder (within 15%). MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%) L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

5.14.2 AWARD OF CONTRACT: The total requirement of hiring vehicle(s) is not splittable under the Purchase Preference policy. In case of participation of both MSE and LC bidder(s) against the tender, MSE bidder(s) will be given preference over LC bidder(s) to match with L1 bidder as per Public Procurement Policy. Accordingly, Purchase preference shall be extended as per the following:

- a) Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along

with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then such MSE bidder shall also emerge L1 subject to matching of price and become eligible for lottery. Contracts on the basis of “One Bidder-One-Vehicle” will then be awarded to the successful bidders as per priority of the Draw-of-Lots conducted amongst L1 bidders against actual requirement of the Company.

b) (i) In case of non-eligible MSE bidder (s): Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I local supplier”, the contract for full quantity will be awarded to L1.

(ii) If L1 bidder is not a “Class-I local supplier”, the lowest bidder among the “Class-I local supplier” will be invited to match the L1 price subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference. In case such lowest “Class-I local supplier” fails to match the L1 price, the next higher “Class-I local supplier” within the margin of purchase preference shall be invited to match the L1 price and so on. The Class-I local supplier bidder then shall also emerge as L1 subject to matching of price and become eligible for lottery. Contracts on the basis of “One Bidder-One-Vehicle” will then be awarded to the successful bidder(s) as per priority of the Draw-of-Lots conducted amongst L1 bidders against actual requirement of the Company.

6.0 GENERAL:

6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

- 6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 6.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.5 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.
- 6.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 6.7 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.
- a) Performance Security Clause
 - b) Force Majeure Clause
 - c) Termination Clause
 - d) Settlement of disputes Clause
 - e) Liquidated Damages Clause.
 - f) Acceptance of Jurisdiction and applicable law.
 - g) Tax liabilities clause.
 - h) Insurance clause.
 - i) With holding clause.
 - j) Liability clause.
 - k) Set off clause
- 6.8 All bidders are required to mandatorily submit the checklist on BEC (Bid Evaluation Criteria) and other relevant technical criteria as outlined in the tender document, along with their bids. However, in case a bidder submits their bid without a completely filled checklist, will render the bid liable for rejection and will not be considered for further evaluation.
- 7.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

GENERAL CONDITIONS OF CONTRACT (GCC)

This service contract agreement (herein after referred to as Contract') made on this _____ day of _____, 20__ between OIL INDIA LTD, a body corporate and established under the Companies Act 1956, having its registered office at Duliajan, Assam, PIN - 786602 (hereinafter called 'Company' which expression shall unless otherwise provided, include its executors, successors, administrators and permitted assignees) on one part

AND

Shri/Smti/M/s..... carrying on business as proprietor / partners / Company under the name and style of _____ and having his/her/their Registered/Main Office in the State of _____ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted Assigns on the other part.

Whereas, the Company desires to hire the above mentioned services.

Whereas, the Contractor represents that he/she/they has/have adequate capacity to undertake the aforesaid service and is equipped with fully trained personnel capable of adequately operating and providing the required services.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

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, WB, Bihar and Arunachal Pradesh.
- 1.3 **"BASE STATION"** means the station as set out in Part-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 finalisation of this agreement.
- 1.5 **"BREACH OF CONTRACTUAL OBLIGATION"** means amongst others also the following:
 - i) Carriage of unauthorised passengers by the Contractor while under this agreement with the Company.
 - ii) Unauthorised 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) for inspection as and when 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) Head of User department or his or her 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 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) Head-Contracts in case of the following events:

- a) Release/forfeiture of Security Deposit/Earnest Money (Bid Security);
 - b) Any dispute under this Agreement as to the Contractor's obligations or otherwise;
 - c) Determination of instances of shut down or standby due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Contractor.
- 1.9 **CREW:** Means Supervisors, Operators, Drives, 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 Part-IV (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 including owner of the vehicle who chooses to drive the vehicle, possessing sound mental and physical health, who is in possession of an appropriate valid professional Driving License issued by the Regional Transport Authority, who is driving vehicle under the Contract.
- 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 Driver or assigned/Attendant and/or working crew;
 - c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
 - d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
 - 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 Contractor 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/lightening 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 defect not leading to shutdown, the Company's Engineer shall notify the Contractor to remedy the defect within reasonable time and till such defect 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 Part-IV (SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding GST) as applicable, insurances and wages of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew 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, overtime, annual leave etc. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty at a stationary place when there is no km run. Fixed Charge per Month is exclusive of PF, ESI, Cost of Uniform, GPAP and any other reimbursable charge/payment as mentioned in the MoS dated 22.07.2022.

- 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 inspection and inspection carried out as and when desired 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 prorata 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 are employees 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 No.10 of Para 11.0 ,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 No. 20 of Para 11.0 Part 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) The Factory Act,1948

m) Any other Act as applicable from time to time.

The Contractor shall be solely responsible for compliance with all statutory acts at all times 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) hrs 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-fuelling 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-fuelling 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-fuelling 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-fuelling 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 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 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 rest entirely 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 which requires deduction of tax at source which may be in force from time to time.

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

1.37 **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.

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

1.37.2 "**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.

1.37.3 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 (if mentioned) 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.

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

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

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

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

- a) 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.

1.37.7 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.

1.37.8 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.

1.37.9 **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**.

1.37.10 **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.

1.37.11 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.

1.37.12 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.

- 1.37.13 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.
- 1.37.14 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.
- 1.37.15 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.
- 1.37.16 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.
- 1.37.17 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.
- 1.37.18 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.
- 1.37.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 1.37.20 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.

- 1.37.21 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.
- 1.37.22 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.
- 1.37.23 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.
- 1.37.24 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.

1.37.25 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.

1.37.26 **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.

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.

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 SOQ hereof which SOQ forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in SCC hereof which 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 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 Part-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 Part-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), applicable minimum wages payable under the Minimum Wages Act, 1948 or as per MoS dated 22.07.2022, whichever applicable, to the 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/She further undertakes to pay all his/her operating staff, if any, working under this Agreement the due wages in time including any arrears of wages which may arise due to escalation of applicable minimum wages by the Central Government or due to revision of the said MoS.

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 recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her 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 unauthorized 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 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 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 violation of law due to crossing of the speed limits shall have to be addressed 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, accessories, 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 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 and certificates within the due dates.
- 5.8 The Contractor shall provide at his/her own cost the accommodation/housing for the crew members, 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. Further, drinking water facility and provision of rest room etc and other welfare facilities as per Contract Labour (Regulation & Abolition) Act, 1970 are to be provided to his/her crew members wherever applicable.
- 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 kilometrage gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodic inspections must be rectified forthwith by the Contractor at his/her own cost. Until such rectification, the Company approved KM based on reece report, well index or GPS record will be considered. 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 The Contractor or his/her employees deployed under this Contract must observe the security and safety rules of the Company as mentioned in Part-IV (Safety Measures) when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security/safety considerations must be replaced by the Contractor. In case the Contractor/owner of the vehicle is the driver of the Vehicle and indulges in

such non-compliant of HSE laws as required company will have the right for directing the contractor/owner to take action to comply with the requirements, and for further non-compliance, the contractor/owner will be penalized prevailing relevant Acts/Rules/Regulations

- 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 authorized representative(s) who will be overall in charge of the Contractor's organization to carry out its obligations including preparation of bills, receipts of cheques etc.
- 5.18 The Contractor or his representative(s) shall report every day to the User Department 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. The vehicle on company duty will be Tested/Inspected by company engineer as and when required.
- 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 order 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 utilize the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorized journeys to specified destination(s) and carry the authorized 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 authorized 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 aforesaid 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*/ FD Certificate pledged in favor of OIL by issuing bank/ 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 **7.0** 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 3 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 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 Head of User Section or his nominated Officer. Company has the right to inspect/cross check such declaration by physical verification/test run etc. If satisfied with the documents submitted, Head of User Section or his nominated Officer shall waive the liquidated damage and his decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of:-

(i) Accidents caused by rough/rash driving or because of negligence of the driver.

(ii) Where a FIR is lodged by a third party and services of the vehicle(s)/ equipment(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 Head of User Section or his nominated Officer 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. Before placement of the vehicle on Company's duty after accident/any mishap etc. an Inspection/Test of the vehicle will be carried out for road worthiness.

8.3(c) In case of Bundhs, 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 In case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated in the Contract/LOA, OIL shall have, without prejudice to any other rights of OIL, as provided in the contract, the right to terminate the Contract partially or fully with 30 (Thirty) days notice in writing. The Contractor shall not be entitled to any claim towards any damages or compensation whatsoever on account of such termination. In the event of termination of the contract, either partially or fully, Contractor shall be put on Holiday List as per the Banning Policy of OIL [available at www.oil-india.in].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 Part-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 or his/her authorised representative 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.

STATUTORY OBLIGATIONS OF CONTRACTOR:

- 11.0 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:** In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 13.0 **ARBITRATION AND CONCILIATION:**
All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Guwahati, 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 wilful 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 wilful 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 wilful 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 wilful 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 Corporate taxes and other duties including Income-Tax arising out of this agreement shall be borne by the Contractor as per the laws that may be in force from time to time.

15.2 Company shall withhold Income tax as per rates, which may be in force from time to time as may be applicable to the operational services under this agreement.

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 fulfilment 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:

If it is found that a bidder has furnished fraudulent information / documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

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 the contract value per week or part thereof, for delay in placement of vehicle(s)/ equipment for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of first year Contract value including mobilization cost, if any (for Hiring the services of Cranes) / 7.5% of estimated total contract value (for Hiring the services of vehicles / equipment other than Cranes).

22.0 THEFT OF VEHICLE:

(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.

(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 Head of User Section or his nominated Officer.

23.0 SETTLEMENT OF DISPUTES:

23.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):

1) 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:

2) A party wishing to commence arbitration proceeding 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.

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL

Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
--------------------	---------------	---

5) 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.

6) 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.

7) Parties agree and undertake 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.

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such

expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14) 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.

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceedings shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

23.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

23.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to

Outside Expert Committee (OEC) to be considered by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- h) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- i) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided

in the contract.

j) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

k) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

23.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

(End of Part III)

Schedule of Quantity (SOQ)

1	SCHEDULE OF SERVICES:	HIRING SERVICES OF 1 (ONE) BRAND NEW MINIBUS, MAKE: TATA (OR) EQUIVALENT WITH SEATING CAPACITY: 24 + DRIVER, DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION FOR PLYING UNDER NUMALIGARH TERMINAL (NT) FOR A PERIOD OF 4 YEARS
2.1	Model of the Vehicle	1 (ONE) BRAND NEW MINIBUS, MAKE: TATA (OR) EQUIVALENT WITH SEATING CAPACITY: 24 + DRIVER, DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION AND STANDARD COMPANY PROVIDED FITTINGS & ACCESSORIES
2.2	Vintage of Vehicle(s):	Brand new purchased after the issuance of LOA
3	Duration of Contract:	4 years
4	Area of operations:	Assam
5	Lottery date	Will be notified vide email and Notice Board of Contracts Section nearer the time.
6	Mobilization Period	45 days from the date of issue of Mobilization Notice
7	Periodic inspection / test	a) On initial placement; and b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of agreement.
8	Normal hours/timings of duty / day	As may be stipulated by the Company's Engineer. (Subject to change depending upon the requirement).

9.0 SCHEDULE OF SERVICE, UNITS, QUANTITIES AND RATES: -

For the services rendered, the Transport supplier is entitled for payment at the following rates,

Sl. no.	Description of duty hours/service	Unit	Quantity(A)	Company's Unit Rate (Rs) (B)		Amount (Rs) (AXB)
				Figs	Words	
1	Monthly Fixed charge with 24 hours availability of Providing the services of BRAND-NEW MINIBUS MODEL: STAR BUS,24 + 1 STR MAKE: TATA or Equivalent for plying at NT	Per calendar month	48	1,19,456.02	One Lakh Nineteen Thousand Four Hundred Fifty-Six Rupees and Two Paise Only	57,33,888.96
2	Running Expenses for Vehicle (Estimated Running Km per Month is 3500 KMs)	Per KM run	1,68,000	18.46	Eighteen Rupees and Forty-Six Paise Only	31,01,280.00
3	Bidders to quote within +10% to -10% on Sl. No 1 & 2					
4	GST	LSM	1	RATE OF GST (%)	AMOUNT OF GST (Rs.) (B)	
				Figs	Figs	Words

A.1 **The Fixed Charge per month** is inclusive of the following as below:

A	Vehicle for 24 hours with services of driver for 08(eight) hours normal duty every day throughout the month which is inclusive of wages of regular driver for rest days, holidays, leave and other emoluments like bonus etc. as per applicable MoS /minimum wage as notified by Govt. of India.
B	Monthly wages of the regular driver and helper as per the rates mentioned above which also includes weekly rest day wages.
C	The offered Fixed Charges include all liabilities including statutory liabilities but is exclusive of PF, ESI, cost of uniform of the driver and helper, GPAP of driver and helper & applicable GST. 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.

NOTES:

- (i) The bidders must quote the profit, establishment and handling element in percentage terms on total value of Fixed and Running values only as indicated, where the lower ceiling of the same will be fixed a -10% (Minus Ten percent) and the upper ceiling will be fixed as +10% (Plus Ten Percent). The percentage value up to two decimal point will be considered. The bidder quoting below -10% and above 10% will be summarily rejected.
- (ii) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. **The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.**
- (iii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.
- (iv) The above rates to be quoted by the bidders are inclusive of all operating /running expenses, daily minimum **wages. of driver and helper @ Rs. 828.05 and Rs. 585.98 respectively (Excluding OT, PF, ESI) per day which will be enhanced on each calendar year @ Rs. 30.00 for driver and @ Rs. 20.00 for helper** engaged in connection with operation of the services. The stated rates are

inclusive of applicable Bonus, but exclusive of PF, ESI (as applicable as per guidelines of the Company). Bidders to quote their fixed rate inclusive of the wages of Driver considering the guidelines cited above and will remain firm throughout the tenure of the contract.

- (v) In case OIL needs to engage the driver beyond 8 hours per day duty, contractor has to pay the driver applicable OT against each additional hours of duty beyond 8 hours' duty as overtime. However, total monthly overtime expenses to driver will be reimbursed to the contractor by OIL.
- (vi) The rates are inclusive of all Taxes and duties as applicable but **excluding** GST.
- (vii) The rates are inclusive of all liabilities including statutory liabilities.
- (viii) **The fuel price on the date of tender opening to be considered with 06 Km consumption rate per liter of oil.**
- (ix) **The price bid should be properly signed & sealed by the Authorized signatory of the Firm.**

10.0 The rates are inclusive of all liabilities including statutory liabilities.

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

12.0 A) **Wages to be paid as per Memorandum of Settlement dated 22.07.2022:**

Following are the rates vide Approval No. **PL/CGM (ADMIN)/2/3-17/734 of 08.05.2023** and applicable for the calendar year **2023**, which will be revised in the succeeding years during the tenure of the contract.

a) **For Driver (Skilled) Category (For Light & Medium Vehicles/ Buses / Bowers / Truck)**

1. Rs. 828.05 Per day to Driver Skilled Category
2. Rs. 61.75 per hour SOT for Driver Skilled Category
3. Rs. 177.25 per hour DOT for Driver Skilled Category
4. Rs. 88.63 per hour HOT for Driver Skilled Category

b) **For Helper Category (For Light & Medium Vehicles/ Buses / Bowers / Truck)**

5. Rs. 585.98 Per day to Driver Skilled Category
6. Rs. 43.75 per hour SOT for Driver Skilled Category
7. Rs. 126.00 per hour DOT for Driver Skilled Category
8. Rs. 63.00 per hour HOT for Driver Skilled Category

The applicable daily rate of wages will be for 08 hours of work for 06 working days a week which will be inclusive of rest day wages.

An annual increase in the daily rate of wages will be made by Contractor from the 1st of January every year for Driver category @ Rs. 30.00 & for Helper category @ Rs. 20.00.

- 13.0 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 Service Tax 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.

- 14.0 The Bidder(s) / Contractor(s), should undertake to pay monthly wages to his/ her/their crew/staff engaged under this contract as per provisions of applicable MOS, copy of which is available at the office of GM-Contracts.

Note: The wage component in the above rates is based on Govt. of India notified wages and MoS dated 22.07.2022. 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.**

- 15.0 The Monthly Fixed Charge and Running Charge per KM 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.

- 16.0 Increase/Decrease in fuel price shall be reimbursed/deducted from monthly bills whenever there is an increase/ decrease in the cost of fuel (petrol) over the rates as on date of tender opening. The adjustment of increase/ decrease in rate will be applicable only when

the variation of the cost of fuel exceeds 5 % plus or minus on either side. For assessing increase/decrease in rates on account of fuel price increase/decrease, the consumption rate will be taken as **06 KM per Litre**.

- 17.0 The wages etc. due to the driver(s) as per provisions of applicable MOS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) duly signed by both the contractor & Driver(s) along with the monthly statement-cum-kilometrage bill of each subsequent month in support of payment of the wages to driver(s).
18. **Verification and Processing of monthly Bills submitted by the contractors:** The contractor shall submit the following documents along with the monthly bills/invoice to the user department for verification and processing of bills:
- The contractors have to submit sealed and signed **Monthly Attendance Sheet**.
 - The contractors have to submit a copy of the **Wage Slips issued in Form XIX**.
 - The contractors have to submit a copy of the Register of Wages in prescribed format duly certified with seal and sign by authorized representatives of the contractor's employers and the user departments of OIL INDIA LIMITED (principle employer) with the following comment certifying the disbursement of wages:
"Verified and confirmed that the disbursement of Payment of Wages to the aforesaid helpers, Drivers & Operators on _____ through e-payment mode based on the bank transactions/ records / statement submitted by contractor."
 - The contractors have to submit copies of electronics challans cum returns ECRs as proof of deposit of **provident fund PF** contributions and **Employees state insurance** ESI contributions
 - The contractors have to submit **proof of deposit of the wages** paid to the contract labors in the respective bank accounts via e-banking mode. i.e. NEFT/RTGS or by other electronic modes along with bank/remittance slips of the previous month along with the details of helpers, drivers & operators engaged.
19. Before releasing a month SES/ bill the user departments of OIL INDIA LIMITED would ensure that the contractors submit the previous months wage slips in Form XIX, register of wages PF, ESI electronic challans cum returns for those contract labors whose PF & ESI Contributions are paid under the establishment codes of the respective contractors already log sheet and proof of cashless payment.
20. The applicable daily rate of wages will be for 08 (eight) hours of work for 06 days per week which will be inclusive of rest day wages. It is further clarified here for future reference that the minimum wage rates notified for the scheduled Employment are inclusive of the rest day wages.
21. For all services beyond 08(eight) hours of work, the Helpers, Drivers & Operators will be paid overtime (OT).

22. The contractors must grant a **weekly day of rest** to Helpers, Drivers & Operators after engaging them for 06(six) consecutive days. Contractor shall provide relievers to run the services of hired vehicles and in all transport service contractors on account of the rest day. The responsibility to obtain gate pass/entry pass in all such cases will lie on the contractor. In case of any emergency, if it is not possible to provide the reliever helper/drivers/operators, the concerned helpers/drivers/operators working on the rest day would be eligible for overtime (OT) for the hours for which he/she was engaged by the contractor.
23. Halting charge: Halting charge of Rs.350/- would be payable only when a vehicle has to stay overnight at a place other than the base station. In such cases no overtime shall be payable after actual duty hours for overnight stay.
24. Bonus: The Helpers, Drivers & Operators will be entitled for Bonus at the rate of 1/12 th of daily (Basic+Dearness Allowance) subject to the (Basic+Dearness Allowance) ceiling of Rs.21, 000/- under the payment of Bonus Act, 1965, and amendments made thereafter and will be distributed on monthly basis, subject to actual attendance and other provisions as per the Payment of Bonus Act, 1965 and rules thereunder.
25. Gratuity: As per relevant Act and rules thereunder.
26. Provident Fund: As per relevant Act and rules thereunder. All concerned contractors shall deposit the PF and EPF with the PF authorities positively on or before the 15th day of the subsequent month and will submit the PF and EPF deposit challan to the company. On production of the challan, the amount will be reimbursed to the contractors. For compliance to the provisions of the EPF & MP Act, the contractors will approach the concerned PF authorities.
27. The Contractor shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 and rules thereunder in respect of all Helpers, Drivers, & Operators who are not eligible for coverage under the Employee's State Insurance Act 1948 and rules thereunder. The amount required for obtaining the insurance would be reimbursed by Oil India Limited on production of receipts and payment would be based on the actuals. The Drivers will be insured for an amount of Rupees Three Lakhs, under Group Personal Accident Policy (GPAP) by the concerned contractors for coverage under Employees Compensation Act, 1923. The annual premium will be reimbursed to the contractors by the Company on production of documentary evidence.
28. Leaves and Holidays: The following Leave/Holidays shall be extended by the contractors:

S/No	Nature of Leave/Holiday	No. of Days in a Calendar Year	Remarks
1	Annual Leave	18	Non-cumulative, Non-encashable, Can be availed 03 times in a calendar year and cannot exceed 18 days in a year
2	Casual Leave	07	Non-cumulative, Non-encashable, Cannot be combined with annual leave and cannot be availed for more than 02(two) days at a time
3	National Holidays	03	
4	Festival Holidays	04	

- NOTE: The costs pertaining to the annual leaves, casual leaves, national holidays, festival holidays and weekly off would be taken out from the fixed charges shown in the contract-related document if the vehicle is used on those days, payment would be made based actuals.
29. In case of death of any active Helper, Driver or Operator onetime payment of Rs.15, 000/-(Rupees Fifteen Thousand only) will be paid to the next of kin as immediate relief.
30. The contractors would submit a medical fitness certificate once every two years in respect of the Helpers, Drivers and Operators engaged by them Rs.2000/-(Rupees Two Thousand only) which will be reimbursed against each Helpers, Drivers & Operator engaged by the Contractor as cost incurred for fitness certificate (Inclusive of costs incurred for medical tests) on submission of required documents from a Government Approved Pathological Laboratory/Authorized Health Centre.
31. The Helpers, Drivers & Operators will be provided uniform, shoes, and helmets by the concerned Contractors and the expenditure towards the same will be reimbursed to them by the company on submission of requisite documents/proof of receipts subject to the following limits:

Sl. No	Uniform/Shoes/Helmets	Reimbursement Limit(Rs.)
1	02 sets of uniform per year (@ Rs. 2000X2)	4000.00
2	02 pair of shoe per year (@ Rs. 1000X2)	2000.00
	Total Reimbursement per annum per person	6000.00

Note: In cases where the Helpers, Drivers & Operators are required to visit OIL Installations and where PPE is mandatory PPE kits (helmets, safety shoes, etc.) will be arranged by the contractor(s). In case the contractors fail to provide the same, the user department would arrange to provide the same and recover the costs involved the concerned contractor(s).

32. Helpers, Drivers & Operator will NOT be engaged by the concerned contractors on the following grounds:
- a. Beyond 60 year of age i.e. The Contractors would not engage anyone who has crossed the age of 60 years,
 - b. Person is found medically unfit
 - c. For any riotous behavior, misconduct or indiscipline
 - d. Adverse/criminal records: The Contractors shall obtain Police Verification report against the contract labors engaged by them, as and when required.
 - e. Unauthorized absenteeism consecutively for a period of more than 15(Fifteen)days
33. In case of any grievance and/or complaint, the Helpers, Drivers & Operators should first approach the respective contractor in writing with a copy of the communication sent to the respective user department.
34. For engaging helpers, drivers, and operators the contractors/owners will have the right to choose the helpers, drivers, and operators. However, contractors/owners will give preference to earlier helpers, drivers and operators.

35. Valid Driving License of Driver: Contractor shall ensure that the person engaged as driver shall have valid driving license for heavy vehicle.

The price bid should be properly signed & sealed by the Authorized signatory of the Firm

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)

INDIRECT TAXES/ GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. 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 in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & 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 order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general

information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
10. GST liability, if any on account of supply of free samples against any tender shall be to Bidder's account.

(End of Part IV)

SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK

Scope of works:

HIRING SERVICES OF 1(ONE) BRAND NEW MINIBUS, MAKE: TATA (OR) EQUIVALENT WITH SEATING CAPACITY: 24 + DRIVER, DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION FOR PLYING UNDER NUMALIGARH TERMINAL (NT) FOR A PERIOD OF 4(FOUR) YEARS ALONG WITH 01 (ONE) DRIVER, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION AND STANDARD COMPANY PROVIDED FITTINGS & ACCESSORIES PURCHASED AFTER THE ISSUANCE OF LOI. VEHICLE TO BE STATIONED AT NT AND TO VISIT ANY PLACE OF OIL'S OPERATIONAL AREAS IN ASSAM FOR A PERIOD OF FOUR (4) YEARS. COMPLIANCE OF STATUTORY REQUIREMENTS OF GOVT. REGULATORY AGENCIES AND SATISFACTORY PERFORMANCE AND SERVICES BY THE BIDDER AS WELL AS DRIVERS AND HELPERS ENGAGED IS MANDATORY.

Terms and conditions of the contract shall include but not limited to the following:

SPECIAL TERMS AND CONDITIONS (SCC):

- 1) Vehicle should have a valid commercial all ASSAM road permit, registration, PUC certificate, fitness certificate, insurance throughout the contract period. The documents shall be produced to the officer in charge at the time of placement of vehicle.
- 2) Vehicle shall be equipped with all the standard fittings, instruments etc. including portable fire extinguisher, Fog light, First Aid box with updated list of medicines, Seat cover, Floor mats, front guard, window grills, Back gear with beeping sound, Outside Rear view mirrors on both sides of the vehicle.
- 3)The Contractor has to arrange, without any extra cost to Company, the entry pass for personnel and vehicle engaged to OIL operational areas (including Numaligarh Terminal, etc.). Any cost regarding completing of formalities for entry pass shall have to be borne by the Contractor.
- 4) All Statutory taxes & levies (Valid Commercial Tax, permit, registration, fitness, pollution, insurance of the vehicle etc.) shall be borne by the Contractor at no additional cost to OIL. The documents shall be produced to the Officer in charge of OIL, Numaligarh Terminal at the time of placement of the vehicle.
- 5) Driver of the vehicle should have a valid driving licence and both the driver and helper shall possess good mental and physical health condition and shall have a medical fitness certificate in this regard. The documents shall be produced to the Officer in charge at the time of placement of the vehicle.
- 6) Contractor shall provide a suitable replacement of the same vehicle model in case of unavailability of the regular vehicle due to breakdown or for any other reason.

7) Both Driver and Helper is entitled for a weekly day of rest, 23 leaves and 7 holidays in a year. The Contractor shall provide reliever driver and helper (whoever takes leave) to run the services of hired vehicle during these days on instructions of the Officer in charge of Numaligarh Terminal.

8) Contractor shall pay DOT, HOT and Night Halt allowance as applicable to the vehicle driver and helper on actual basis and the amount shall be reimbursed monthly in subsequent bills.

9) The vehicle has to be maintained in good running condition during the period of contract. All lubricants, spare parts and maintenance which may be necessary shall be provided by the Contractor.

10) Tyres must be maintained in safe operable condition.

11) OIL Logo and Bilingual company name with glow sign reflectors to be imprinted on the vehicle body at the time of placement of vehicle.

12) The Contractor is responsible for insuring the driver and helper for an amount of Rs 3 (Three) lakhs under Group Personal Accident Policy (GAP) and shall be renewed every year. The documents shall be produced to the officer in charge at the time of placement of the vehicle.

13) 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.

14) The Contractor shall pay for Parking tickets, Toll Taxes, Fastag etc. which shall be reimbursed on subsequent monthly bills on submission of actuals/receipts/transaction statements.

15) Bus must have sufficient fuel for travelling a distance of minimum 50 KM at any time throughout the period of contract.

16. Vehicle shall be equipped with portable fire extinguisher, First Aid box with updated list of medicines, Seat cover, Floor mats, charging unit for charging of mobile phones

The vehicle should be fitted with all applicable standard fittings/accessories like audio reverse gear alarm, fog lights, foot-step, applicable reflector tapes etc. Vehicle must be fitted with a suitable Vehicle Tracking System (VTS) which is to be maintained in active condition during the period of contract. The Contractor will submit the Monthly VTS Statement clearly showing Monthly Total KM Run of the vehicle along with the Monthly Kilometer Cum Bill Statement, as and when instructed by the Company's Engineer/Officer.

Also in addition to the above, the vehicle will be fitted with 2(two) good quality reflectors (red/yellow) (width:50mm) each on both sides at their rear under rule 104 of Central Motor Vehicle Rule(CMVR)1989 and also directive from Office of Commissioner of Transport, Govt. of Assam, vide letter No.: CST.RS/01/2010/399, Dtd.:23/04/2012

17. The model of vehicle, offered, must primarily meet the below mentioned broad technical specifications amongst others:

- i. Vehicle Category :
- ii. Engine Type :
- iii. Colour :
- iv. Wheelbase :
- v. Overall Length :
- vi. Width :
- vii. Max. Power :
- viii. Max. Torque :
- ix. Seating Capacity :
- x. Tyres :
- xi. All other standard safety features (airbags, ABS with EBD. etc.), power steering and comfort features etc. as per OEM standards.

18. In case of supply of equivalent model of vehicle, the contractor must get the equivalent model approved from OIL with necessary documents prior to procurement. OIL reserves the right to reject any un-approved equivalent model of vehicle. However, there will be no relaxation in mobilization period as well as the aforementioned technical specifications in case of any equivalent model of vehicle.

19. The operating rates will be offered by Oil India Ltd and the offered fixed charges per month are subject to revision as per notification issued by Govt. of India in relation to wage revision to the Driver(s) engaged as notified by Govt. of India from time to time. Payment to driver(s) to be made in line with the applicable MoS and as per the applicable minimum wages as notified by Ministry of Labor & Employment, Govt. of India, which shall also apply to this tender.

20. Contractor is responsible for payment of monthly wages to driver & helper as per MOS with 'Motor Workers Association' dated 22.07.2022 with annual increase of daily rate of wages at Rs 60.00 & Rs 40.00 per day for driver and helper respectively w.e.f 01st of January every year. This shall be included in bidders quoted monthly fixed rate

Regular due payments to the drivers(s) is/are to be made by the contractor before expiry of the 10th day of every month as per THE PAYMENT OF WAGES ACT, 1936, irrespective of release monthly bill cum statement from the company

21. An amount of Rs.6000.00 (Rupees six thousand only) per annum per crew member, against uniform & safety shoes for the driver(s), excluding relief drivers, will be reimbursed, on submission of proof of expenditure in original made against the same.

Contractor shall provide uniform which includes 2(Two) nos of Sky blue colour shirts and 2(Two) nos. Navy blue pants and 1(One) pair of shoes to the driver once in a year.

22. All terms and conditions of applicable MoS dated 22.07.2022 shall apply to this tender.

23. i) The contractor should be personally present at the time of placement of the vehicle.

ii) The contractor must provide medical fitness certificate of the driver from govt. recognized medical officer/govt. registered medical practitioner at the time of placement ordering any change of the regular driver.

iii) Driver of the vehicle should have a valid driving licence.

- iv) In company's opinion, if a driver is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he may not be issued any entry pass. In that event the contractor has to replace the driver on getting advice from the company.
- v) The driver should always wear proper uniform while attending duties.
- vi) Only adult persons are to be employed by the contractor.
- vii) Contractor must provide dully filled up FORM of Oil mines regulation act 2017 as Report of the medical examination of driver under rule 29-B at the time of placement.
- viii) In case of any accident etc., the Contractor should liaise with the concerned Police Station and District Authority for the safety of his crew and the Vehicle and must informing writing to the user department about the cause of accident etc. immediately.
- ix) The Contractor must submit the Labour Clearance Advice (LCA), as applicable, at the time of placement of the vehicle.

24. Notwithstanding with any clause of the contract, it will be terminated on account any one of the following situation:

- a) Deteriorated mechanical condition of the vehicle.
- b) Frequent shutdown due to non-availability of fuel etc.
- c) During the currency of the contract, if it is found that the contractor submitted any false statement/ document in the application/ tender document.
- d) The vehicle must be owned and registered in the name of the contractor during entire tenure of the contractual period including extension period, if any. Change of ownership of the vehicle at any time during the tenure of the contract period will lead to termination of the contract.

25. Entry passes for OIL's protected areas will be issued by the company against written request from the contractor with full details, photograph etc. as stated below:

- i. Entry passes only for 3(three) persons against this contract i.e. one each for the driver and helper & the other for the contractor or his authorized representative.

26. The driver or drivers engaged by the contractor should be of good character, discipline and in good health. If the driver or drivers indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, while on company's duty, it will be the responsibility of the contractor to deal with such matter.

27. For the days or part thereof when the services envisaged under this agreement are disrupted due to default / shut down etc. clause nos. 1.27 and 1.32 of Part III of the agreement will be applicable.

28. Under no circumstances, the vehicle should carry out / involve in any unlawful activities / duties. In the event of any such case, the contractor will be held responsible for the consequences.

29. The Security Money deposited will be refunded to the contractor only after 03(three) months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. If any lapse found such as pending driver

payments, withdrawal of vehicle before completion of contract period etc., PBG may not be released.

30. Contractor is responsible for deposition of PF, EPF, and ESI of the driver with the pf authorities and shall produce the deposit receipt for reimbursement from the company.

31. The compensation of cost of fuel shall be as per the following formula: -
Variation due to increase or decrease in cost of fuel =
[{cost of fuel per LTR on 1st day of the month - cost of fuel per LTR on BCD} x
monthly km run] / [AVG fuel consumption per km run]

32. The vehicle shall at all times be insured by the transport supplier against all risks at his cost.

33. With advance notice given to company, the transport supplier will be allowed 1(One) day in a month as paid day (fixed charge) only for servicing and running repairs to vehicle.

34. Mileage per litre diesel shall be minimum 6 KMs

35. In case of any contradiction between GCC and SCC, SCC will prevail.

NOTE:

* A SUITABLE FIRE EXTINGUISHER WILL HAVE TO BE INSTALLED IN THE VEHICLE FAILING WHICH A PENALTY OF Rs. 500 per day WILL BE IMPOSED.

** FIRST AID BOX WITH VALID/UP TO DATE ITEMS SHOULD BE AVAILABLE AT THE VEHICLE ALL TIMES.

BID FORM

To
M/s Oil India Limited,

Sub:

Gentlemen,

Having examined the General and Special Terms & 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 work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the date of Bid opening 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 _____ 2023.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

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 Proforma is left blank (or not submitted along with the Bid), then it would be construed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA FOR LETTER OF AUTHORITY

TO
GM-CONTRACTS
Contracts Department,
Oil India Limited, PHQ,
GUWAHATI-781171,
Assam, India.

Dear Sir,

SUB: LETTER OF AUTHORITY

We, _____ of _____
confirm that Mr. _____
_____ (Name and Address) is authorized to represent us to Bid, negotiate and
conclude the agreement on our behalf with you against IFB for _____ for any
commercial / legal purpose etc.

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 on printed letter head of the bidder, and shall be
signed by a person competent and having the power of attorney (Power of attorney shall be
annexed) to bind such Bidder.

Part-VI
PROFORMA-IV

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref.: Your IFB for _____

To,
The GM-Contracts
Contracts Department,
OIL, PHQ-Guwahati

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 Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**(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 'd.' under Clause 3.0 Financial Criteria of BEC-BRC / PQC

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: 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.

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 M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to **(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

FORMAT FOR UNDERTAKING
(IN TERMS OF BEC CLAUSE NO. 1.1.3)
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED UNDER NOTARY ACT, 1952

To,

GM-CONTRACTS
OIL INDIA LIMITED
PHQ, GUWAHATI

Dear Sir(s),

UNDERTAKING / DECLARATION BY THE BIDDER

This is in connection with the Bid submitted by me/us (Name of Bidder), against IFB for “_____”

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- a. Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. thereon from time to time, including P.F, ESI etc.
- b. Cost of PPE, spares, consumables, tools & tackles etc.
- c. Other charges / cost including overheads, insurance, handling charge etc.
- d. Material and Equipment (if any) cost.
- e. IME (Initial Medical Examination) cost.

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers as a minimum the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like PF, bonus & ESI etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

Contd..... P/2

Page No. 2

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I/We shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I/We further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under

the Contract, by the Labourers engaged by me or by any statutory authorities, I/We shall solely be responsible for the same and hold the Company harmless against such dispute or claims. I/We further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:

Date:

FORM OF PERFORMANCE BANK GUARANTEE
(To be submitted by the successful bidder in case of award of contract)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS SECTION
PIPELINE DEPARTMENT, GUWAHATI
ASSAM, INDIA, PIN -781 171.

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:

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

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:

Notwithstanding anything contained herein:

Part-VI

- a) Our liability under this Bank Guarantee shall is restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____
Witness _____
Address _____
Date _____
Place _____

Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

To,

GM-CONTRACTS
OIL INDIA LIMITED
GUWAHATI-781171

SUB: SAFETY MEASURES

Description of work/service: _____

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.

Contd..... P/2

Page No. 2

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 HSE (Health, Safety & Environmental) points listed in STC.

(Seal)

Yours Faithfully,

Date _____

M/s. _____

FOR & ON BEHALF OF CONTRACTOR

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
OIL INDIA LIMITED
PIPELINE HEADQUARTERS
GUWAHATI, ASSAM, INDIA, PIN - 781171.

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, Guwahati, 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 suo moto; 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 Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

Part-VI

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

- a) SIGNATURE AND SEAL OF THE GUARANTORS _____
- b) Designation _____
- c) Name of the Bank _____
- d) Address _____

Note:

* 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.

*** The Bank Guarantee issuing bank branch must ensure the following:

a. 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 Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005..

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.

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/
OWNER**

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS OIL INDIA Ltd. (hereinafter referred to as "OIL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their Pipeline Headquarters at PO Udayan Vihar, Guwahati-781171, Assam has entered into an Contract with _____(hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) OIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by OIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by OIL to the CONTRACTOR, OIL has required the CONTRACTOR to furnish to OIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to OIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OIL forthwith on demand in writing without protest or demur the value as specified by OIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with OIL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection

costs/or expenses up to) and aggregate limit of _____ (In words _____ Only).

AND THE CONTRACTOR hereby agrees with OIL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/Undertaking and shall remain valid and irrevocable for all claims of OIL arising hereunder up to and until the midnight of __. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of OIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by OIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the

CONTRACTOR under the Power of Attorney dated _____.

Place:

(SIGNED BY COMPETENT AUTHORITY)
Official seal of the CONTRACTOR

Dated:

Part-VI
PROFORMA-XIII EXHIBIT-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR
RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY
WHICH SHARES LAND BORDER WITH INDIA**

We, M/s _ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

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)

PROFORMA- XIII EXHIBIT-II

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING

We, M/s _ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached}

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)

PROFORMA- XIII EXHIBIT-III
ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED
TRANSFER OF TECHNOLOGY (Not Applicable for this tender)

We, M/s ___, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement:. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s ___, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. [Evidence of valid registration by the Competent Authority shall be attached]

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)

PROFORMA-XIV

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCALCONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,
**M/s Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-781171,
Assam, India,**

Dear Sir

We, M/s____ (**Name of Bidder**) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option () above).

It is further confirm that M/s_ (**Name of Bidder**) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of.....%.

The details of the location (s) at which the local value addition is made is as under:

.....
.....
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and OIL will take action as per provision of tender document.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

PROFORMA-XIV FORM-2 (Not Applicable for this tender)

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION (Not Applicable for this tender)

To,
M/s Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-781171, Assam, India,

Dear Sir

“We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s.____ (**Name of the bidder**) hereby certify that as per definition specified in policy, M/s.____ (**Name of the bidder**) is

Class-I Local

supplier

Class-II Local

Supplier

(Bidder is to tick appropriate option (☐) above).

It is further confirm that M/s _____ (**Name of Bidder**) quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of

.....% .

Name of Audit Firm: [Signature of Authorized Signatory] Name:

Date: Designation:

Seal: Membership no.

Note:

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

Part VI

PROFORMA- XVI

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,
The Oil India Limited
Contracts Department
Duliajan – 786 602
Assam

We M/s

.....
..... are submitting the performance security in favour of Oil India Limited, PHQ
GUWAHATI in the form of bank guarantee bearing reference
no. for an amount of INR/USD/EUR
.....valid up to as per
terms and conditions of our Purchase Order/Contract
No.....

PBG issuing bank details: -

Bank

Branch

IFS Code

Contact Details

E-mail Addresses Mobile

Telephone

Fax

Correspondence Address

H No/Street/City

State

Country

Pin Code

Declaration: -

We have arranged to send the confirmation of issuance of the performance bank guarantee
via SFMS portal
through our bank using the details mentioned in the contract/purchase order and hereby
confirming the correctness
of the details mentioned.

Authorized Signature _____

Name _____

Vendor Code _____

Email ID _____

Mobile No _____

Encl: Original performance bank guarantee

Mobile No _____

Encl: Original performance bank guarantee

Part VI

PROFORMA – XVIII

Bidder shall submit following filled-up format for each work experience submitted against Para 2.0 of Part II.

FORMAT FOR TECHNICAL WORK EXPERIENCE

Sl. No.	Required details	Work Experience no.
1.	Title of work	
2.	Client/ Project Proponent	
3.	Client category (Govt./ Semi Govt./ PSU/ Public Limited Company etc.)	
4.	Brief description of work	
5.	Work belongs to Hydrocarbon Industry	Yes / No
6.	Nature of hired vehicle services operated	LMV/HMV or other vehicles <i>(please detail in case of other)</i>
7.	Is the work executed in India	Yes / No
8.	Reference no. of Letter of Award/ Work Order/ Contract	
9.	Name of vendor as mentioned in above document in Letter of Award/ Work Order/ Contract	
10.	Original period of work (in months) as per letter of award, without time extensions	
11.	Work start date	
12.	Work completion/ commission date	
13.	Awarded value of Work (including GST/Tax)	
14.	Executed value of Work (including GST/Tax)	
15.	File name and relevant page no. of the uploaded document in e-portal as proof of Letter of Award for the work	
16.	File name and relevant page no. of the uploaded document in e-portal as proof of Contract/ Work Order for the work	
17.	File name and relevant page no. of the uploaded document in e-portal as proof of Completion Certificate for the work	
18.	File name and relevant page no. of the uploaded document in e-portal as proof of relevant additional supporting documents for the work	
19.	File name(s) of the uploaded documents in e-portal as proof of relevant additional supporting documents	
20.	Relevant Page no. of above file in sl. 19	

Part VI

PROFORMA- XVII

UNDERTAKING TOWARDS PURCHASE PREFERENCE

**TO
GM-CONTRACTS (HoD)
Contracts Department
P.O. UDAYAN VIHAR
PIN-781171
Dist. KAMRUP METRO,
Assam India**

Dear Sir,

We,
_____ have submitted Bid No.

_____ against OIL's Tender No. _____ dated
_____ for "_____".

We are eligible and shall avail benefit of Purchase Preference under the policy,

(please (✓) tick the policy you have opted)

Policy	Response
PP MSE	
PP MII	

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

This AGREEMENT is made on the day of

BETWEEN

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

AND

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

WHEREAS

- A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ hiring the services of a brand new vehicle of type, and has issued an enquiry under reference No..... dated, containing the Schedule of Works, Terms and Conditions,
- B. M/s., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided , local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

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

Whereas, the Contractor has accepted Company’s Letter of Award vide their letter _____

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

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
- (a) The Tender Document No.....dated, inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.
- (b) The Bid submitted by the Contractor in response to the Tender enquiry, Page 132 of 132
- (c) The contractors letter dated (after price negotiation) if any .

Part VI

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

(e) Section-I, II, III & IV hereto.

(f) Annexure -I hereto

iii) The rates payable for the job will be as indicated in **PART-IV (SOQ)**

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

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

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

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

Signed and Delivered for and
On behalf of Company

Signed and Delivered for and
on behalf of Contractor

(Oil India Limited)

()

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.

COMMERCIAL CHECK LIST

Bidder's Name: _____

TENDER NO.:

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Type of Bidding Entity (Proprietorship/ Partnership/ Pvt Ltd etc.)	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST..... %
6.	EMD Details: Whether Bid Security submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 days from Date of bid opening.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that percentage of Local	

	Content along with Certification of Incorporation/ Registration and other relevant documents required under BEC Clause No. 1.0 has been submitted	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Proformas/ Annexures/Appendix	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	Whether Technical Evaluation Sheet for BEC BRC submitted	
20	Whether Power of Attorney/ Authorization letter (Regarding authority for submission of bid) in prescribed format submitted	
21	Confirm bidder's financial standing i.e., the bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.	
22	Confirm that bidder is not under holiday list /Delisted/ Blacklisted/ debarred in OIL	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered overriding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

SAFETY MEASURES & COMPLIANCE FORMAT

To
GENERAL MANAGER (CONTRACTS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No:

SUBJECT:

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 person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Factory Act,1948 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.

(Seal)

Dated_____

Yours Faithfully

M/s_____

For & On Behalf of Contractor

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to

challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any

violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

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

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

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .

BEFORE THE NOTARY AT ::: ASSAM

A F F I D A V I T

Dated

I, Sri/Smti _____, son / daughter / wife of _____,
_____, aged about _____ years, resident of _____

_____ P.S. _____ & P.O. _____,
District _____, State _____ do hereby solemnly affirm and declare on oath
as follows:-

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No..... Floated by Oil India Ltd., Duliajan, for supply of
- (3) That, I am not an OIL Employee in service or employee in service of any other PSU/Government / Quasi Government or Semi Government Organization.
- (4) That, my age on the date of submission of application under the tender is not below 18 years.
- (5) That, I have not submitted any other application in the Tender No.....
- (6) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

“I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God”

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above by,Advocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

(Applicable to the Dependent Sons/daughter/parents only)

BEFORE THE NOTARY AT ::: ASSAM

A F F I D A V I T

Dated

We, (1) Sri/Smti _____, son / daughter / wife of _____, _____, aged about _____ years, and (2) Sri/Smti _____ son / daughter / wife of _____, _____, aged about _____ years, resident of _____

_____ P.S. _____ & P.O. _____, District _____, State _____ do hereby solemnly affirm and jointly declare on oath as follows:-

- (1) That, the abovenamed deponents are the citizens of India and permanent resident of the abovementioned address.
- (2) That, the Deponent No. 1, i.e. Shri/Smti. _____ is the father/mother/son/daughter of the Deponent No. 2, who is serving as _____ under Oil India Limited, in the Department of _____, having Regd No./Salary Code..... and hence the name of the Deponent No. 2 has been recorded as dependent in the dependent list of OIL.
- (3) That, the Deponent No. 2 intends to participate in the Tender No. Floated by Oil India Ltd., Duliajan, for supply of
- (4) That, the Deponent No. 1 & 2, jointly declares and undertakes that if the Deponent No. 2 is found eligible for the award of contract under the said Tender to supply of desired vehicle, then his/her name shall be deleted from the dependent list of OIL and accordingly Deponent No.2 will submit a certificate before the issuance of LOA from the concern department showing that his/her name is deleted from the dependent list of OIL.

(5) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

“We swear that, this our declaration is true, that it conceals nothing and that no part of it is false, so help us God”

Identified By

DEPONENT NO. 1

(Advocate)

DEPONENT NO. 2

Signed and sworn before me by the above named deponents after being read over the contents mentioned above by,Advocate so that the deponents seemed to understand properly the contents of this affidavit.

NOTARY

(Applicable where Applicant does not have PF & ESI Code or does not intends to engage driver having UAN/IP allotted by OIL)

BEFORE THE NOTARY AT..... ::: ASSAM

AFFIDAVIT

Dated

I, Sri/Smti _____, son / daughter / wife of _____,
_____, aged about _____ years, resident of _____

_____ P.S. _____ & P.O. _____,
District _____, State _____ do hereby solemnly affirm and undertake on
oath as follows:-

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No.....Floated by Oil India Ltd., Duliajan, for supply of
- (3) That, if I am found eligible for the issuance of award of contract under the said Tender to supply the desired vehicle to OIL, then I shall apply for obtaining PF Code and ESI Code from the concern RPFC and ESIC in my name and furnish the same before the OIL's Authority before placement of the vehicle. (Provided RPFC and ESIC accept my application for obtaining the PF & ESI Code.)
- (4) That, I shall also generate UAN and IP Number in favour of my Driver if I choose to engage driver for the offered vehicle.
- (5) That, if ESI is not applicable or not notified to a particular area, then I shall obtain an insurance policy under employee's Compensation act 1923, in the name of the Driver to be engaged by me.

(6) That, in the event of my failure to submit PF registration Code and ESI Code/ insurance policy under employee's Compensation act 1923, to OIL within the stipulated period, then my LOA shall be liable to be rejected by OIL.

(7) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

"I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God"

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above byAdvocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

(Applicable where applicant intends to engage driver-having UAN allotted by OIL)

BEFORE THE NOTARY AT ...: ASSAM

UNDERTAKING

Dated

I, Sri/Smti _____, son / daughter / wife of _____,
_____, aged about _____ years, resident of

_____ P.S. _____ & P.O. _____,
District _____, State _____ do hereby solemnly affirm and undertake on
oath as follows: -

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No.....Floated by Oil India Ltd., Duliajan, for supply of
- (3) That, if I am found eligible for the issuance of award of contract under the said Tender to supply the desired vehicle to OIL, then I shall engage driver-having UAN allotted by OIL during the entire contract period.
- (4) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

E-TENDER NO. CGI5615P24

“I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God”

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above by, Advocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

GENERAL HSE POINTS

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

E-TENDER NO. CGI5615P24

Mines Rules 1955) by the Contractor.

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

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

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

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

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner, Guwahati, for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

STARTUP AND MSE VENDORS

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

**To,
GM-CONTRACTS OIL
INDIA LIMITED
DULIAJAN - 781171**

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

We, _____(name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

(Name & Signature of the authorised
signatory of the bidder)

APPENDIX-E

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

**To,
GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 781171**

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

(Name & Signature of the authorised
signatory of the bidder)

CHECKLIST

DATE:

TENDER NO: CGI5615P24

BIDDER: _____

= SUBMITTED, = NOT SUBMITTED

<i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i>	<i>SUBMITTED/NOT SUBMITTED</i>	<i>REMARKS</i>
Price Schedule Format, (Proforma-A)		
DOCUMENTS REQUIRED AS PER BRC		
BRC 3(e) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth OR Audited Balance Sheet along with Profit & Loss account		
BRC 2.1 Documentary proof furnished in support of the experience such as Purchase order / work order / contract document along with completion certificate from the Organization		
BRC 2.9 Documents having the detailed postal address in the name of the firm /owner which shall substantiate the proof of office establishment for at least 1 year reckoned from the original BCD within 50 KM of PL locations where the services need to be provided		
BRC 2.6 Bidders must furnish the following information with relevant documents wherever necessary:		
a) Tax Exemption Certificate, if any, if /applicable.		
b) PAN no. (photocopy of the PAN card required).		
c) GST registration No.		
d) Bank account No. with name of Bank, Type of account, Bank address.		
e) P.F. Account No. / Code.		
f) ESI registration no.		
Bid Form, (Proforma-I)		
Bid Security (Proforma-XI)		
Performance Security Form, (Proforma-XVI)		
Sample Agreement Form (Proforma- XIX)		
Statement of compliance/ Noncompliance (Proforma-II)		
Court Affidavit (Annexures A, B, C, D)		

Integrity Pact (Sec-V), if applicable		
E-payments vide RTGS/NEFT (Proforma – IV)		
Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –V)		
PROFORMA LETTER OF AUTHORITY PROFORMA-III		
UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE PROFORMA-XIX		
