

## FORWARDING LETTER

**Sub: Hiring of Services of crude oil / Condensate / Technical Fluid/ LWC transportations by road by bowzers / tanker using 12 KL capacity bowzers (tankers) from various OIL's Field Locations in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.**

GeM Availability Report ID: **GEM/GARPTS/08112024/FLR43X4DINA3.**

Dear Sir(s),

**1.0** 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 Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

**2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES** through OIL's E-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for the above-mentioned subject. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded OIL's e-tender portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-tender portal.

For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	<b>CDT7868P25</b>
(ii)	Quantity of Oil Bowser/Oil Tanker required		The tentative requirement of quantity as mentioned below:  (i) Assam Fields: 112 nos.  (ii) Arunachal Pradesh Fields: 32 nos.  (iii) LWC: 12 nos.
(iii)	Type of Bid	:	<b>Open Indigenous E-Tender, Composite System with OIL's offered rates.</b>
(iv)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(v)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.

(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum <b>90 (Ninety) days</b> from Bid Opening Date.
(ix)	Mobilization Period	:	45 (Forty-Five) days from the date of issue of LOA or as per the date mentioned in the LOA.
(x)	Bid Security/EMD Amount	:	<b>Rs. 4,14,500.00</b> (Rupees Four Lakhs Fourteen Thousand Five Hundred only)
(xi)	Bid Security/EMD Validity	:	Minimum 135 days from bid closing date
(xii)	Original Bid Security to be submitted	:	As per Clause 8.0 of ITB.
(xiii)	Amount of Performance Security	:	5% of contract value.
(xiv)	Validity of Performance Security	:	90(Ninety) days beyond the contract period.
(xv)	Location of job	:	OIL's operational areas within Assam and Arunachal Pradesh.
(xvi)	Duration of the Contract	:	The duration of the contract shall be for a period of <b>03 (three) years</b> and <b>45 (Forty-Five) days</b> which is inclusive of mobilization period from the date of issue of LOA. In case of early/delay in mobilization from the scheduled mobilization completion date, then the duration of the contract shall be considered for <b>03 (three) years</b> from the date of completion of actual mobilization of first Bowser/Tanker under the Contract.
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer Clause No. 30</b> of Section-I of STC.
(xviii)	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Not Applicable
(xx)	Integrity Pact	:	Applicable

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

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

Name” field are acceptable. **“Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm”.**

- 3.2** Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating in e-Tendering the DSC token should be connected to your system.
- 3.3** Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4** The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of **“Class 3 with Organizations Name and Encryption Certificate”**, the bid will be rejected.
- 3.5** Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.
- 3.6** For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
  - 3.6.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL’s E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
  - 3.6.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.7** Parties, who do not have a User ID, can click on Guest login button in the e- Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL’s E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807171/7192.

**3.8** The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

#### **4.0 IMPORTANT NOTES:**

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER /SUCCESSFUL BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder/successful bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-VIII** should be submitted along with the technical bids.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 17<sup>th</sup> March 2023 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

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

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **OPEN E-TENDER COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES**. The bidder has to submit the "**TECHNICAL**" bid through electronic form in the OIL's E-Tender portal within the Bid Closing Date and Time stipulated in the E-Tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under "**Technical Attachment**" Tab only.

## 5.0 SCREEN SHOT:

RFX Response Number 60037504 RFX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2017 00:00:00 INDIA  
RFX Response Version Number Active Version RFX Version Number 1

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	
Purchaser's Remarks	

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Che
The table does not contain any data						

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” in the places as indicated above:

### Note:

- \* The “Technical Bid” shall contain all techno-commercial details.

**6.0 INTEGRITY PACT:** Integrity pact is applicable against this Tender. Please refer Clause 30.0 of ITB of this Tender document for details.

**7.0 Extension of Bid Closing Date:** The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of “Bid Closing date” and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.

**8.0 Deadline for Pre-Bid Query:** Any clarification/Queries relevant to the tender, if any, must be submitted by bidders within 16/11/2024 Company will not be liable to respond to any such clarifications/queries for delay beyond 16/11/2024.

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

Thanking you,

Yours faithfully,

**OIL INDIA LIMITED**

**Sd/-**

**(J. Borah)**  
**Manager-Contracts (TS)**  
**For DGM- Contracts (TS)**  
**For CGM – Contracts (HoD)**  
**FOR RESIDENT CHIEF EXECUTIVE**

## **PART-1**

### **INSTRUCTIONS TO BIDDERS (ITB)**

**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 BID DOCUMENTS:**

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

- a) A Forwarding Letter highlighting the following points:
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders (Part-1)
- c) BRC /BEC (Part-2)
- d) General Conditions of Contract (Part-3, Section-I: **GCC**)
- e) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
- f) Special Conditions of Contract (Part-3, Section-III: **SCC**)
- g) Safety Measures (Part-3, Section-IV: **SM**)
- h) Integrity Pact (**Appendix-I**)
- i) Bid Form (**Proforma-I**)
- j) Statement of Non-Compliance (**Proforma-II**)
- k) Letter of Authorization for attending Bid Opening (**Proforma-III**)
- l) Letter of Authority (**Proforma-IV**)
- m) Form of Bid security (**Proforma-VI**)
- n) Form of Performance Bank Guarantee (**Proforma-VII**)
- o) Format of undertaking by Bidders towards submission of authentic information/documents (**Proforma-VIII**)
- p) Format for Certificate of Annual Turnover & Net Worth (Proforma-**IX**)
- q) Format for Certificate of Compliance to Financial Criteria (**Proforma-X**)
- r) Format For Self-Declaration (Ref. BEC-BRC Clause: 3.3) with experience of providing attached bowser(s)/ tanker(s)(**Proforma-XI**).
- s) Format for undertaking as per BEC-BRC Clause Nos. 3.8.1 & 3.12(**Proforma-XII**).
- t) Format for E-Remittance (**Proforma-XIII**).
- u) Format for Bidder Details (**Proforma-XIV**).
- v) Bid Security Declaration (**Proforma-XV**).
- w) Commercial Checklist (**Proforma-XVI**)
- x) Undertaking towards Submission of Bank Guarantee (**Proforma-XVII**)
- (y) Format for Declaration about Bidder's Financial Standing (**Proforma-XVIII**)

- (z) Format for Declaration That Bidder is not under Holiday List/Delisted/Blacklisted/Debarred in Oil (**Proforma-XIX**)
- (aa) Format of Declaration by the vendor/party for confirmation of Term Deposit/Fixed Deposit submitted as Performance Security from the issuing bank. (**Proforma-XX**).
- (ab) Format of Confirmation mail regarding Term Deposit/Fixed Deposit submitted as Performance Security from the issuing bank.(**Proforma-XXI**).
- (ac) Format for undertaking by bidders towards BEC/BRC clause no. 6.2 (**Annexure-I**).
- (ad) Format for Declaration of payment of wages to driver & helpers / attendants(**Annexure-IV**).
- (ae) Format for proof of supply of uniform to the driver & Helper(**Annexure-V**).
- (af) Undertaking/declaration by the contractor in respect of clause no. 9.6 of SCC of the tender.(**Annexure-VI**).
- (ag) BEC/BRC Checklist of the Tender(**Proforma-XXII**).

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. 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.

2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited offers will not be considered and will be rejected straightway.

### **4.0 AMENDMENT OF BID DOCUMENTS:**

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "**Technical RFx**" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical**

**RFx” under the tab “Amendments to Tender Documents”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

## **5.0 PREPARATION OF BIDS:**

**5.1 LANGUAGE OF BIDS:** 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 notarized English translated version, which shall govern for the purpose of bid interpretation.

**5.2 DOCUMENTS COMPRISING THE BID:** Bids are invited under Single Stage Composite bid System. The bid to be uploaded by the Bidder in OIL’s E-Tender portal shall comprise of the following components:

**(b) UN-PRICE TECHNO-COMERCIAL BID (to be uploaded in “Technical Attachments” tab)**

- (i) Bid Documents duly filled as indicated.
- (ii) Bid Form (**Proforma-I**)
- (iii) Statement of Non-Compliance (**Proforma-II**)
- (iv) Letter of Authorization for attending Bid Opening (**Proforma-III**)
- (v) Letter of Authority (**Proforma-IV**)
- (vi) Format of undertaking by Bidders towards submission of authentic information/documents (**Proforma-VIII**)
- (vii) Format for Certificate of Annual Turnover & Net Worth (Proforma-IX)
- (viii) Format for Certificate of Compliance to Financial Criteria (**Proforma-X**)
- (ix) Format For Self-Declaration (Ref. BEC-BRC Clause: 3.3) with experience of providing attached bowser(s)/ tanker(s)(**Proforma-XI**).
- (x) Format for undertaking as per BEC-BRC Clause Nos. 3.8.1 & 3.11(**Proforma-XII**).
- (xi) Format for Bidder Details (**Proforma-XIV**).
- (xii) Bid Security Declaration (**Proforma-XV**).
- (xiii) Commercial Checklist (**Proforma-XVI**)
- (xiv) Format for Declaration about Bidder’s Financial Standing (**Proforma-XVIII**)
- (xv) Format for Declaration That Bidder is not under Holiday List/Delisted/Blacklisted/Debarred in Oil (**Proforma-XIX**)
- (xvi) BEC/BRC Checklist of the Tender (**Proforma-XXII**).
- (xvii) Integrity Pact as per **Appendix-I**.
- (ix) All Other relevant **Checklist, Undertakings, Annexures, and Proformas** as applicable as part of Bid.

**6.0 BID FORM:** The bidder shall complete the Bid Form and upload the same along with their Technical bid.

**7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in BEC-BRC of the tender documents.

## 8.0 **BID SECURITY:**

8.1 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 8.8.

8.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-VI**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. 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 (Account OIL INDIA LIMITED)/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, Letter of Credit, the same should be in favour of "**Oil India Limited**" payable at Duliajan.

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:

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

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/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602 on or before 12:45 AM (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. 8.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

**f. Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG):** Bidders can submit the e-BG from any of the following banks:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	Axis Bank limited	8	IDFC First Bank
2	Bank Of Baroda	9	Indian Bank
3	Canara Bank	10	Indian Overseas Bank
4	Federal Bank	11	IndusInd Bank
5	HDFC Bank Limited	12	State Bank of India
6	ICICI Bank Limited	13	South Indian Bank
7	IDBI Bank	14	Yes Bank

**Beneficiary details for issue of e-BG:**

	Details of Beneficiary	
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAACO2352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email-ID	Abhay_Kumar@oilindia.in
<b>E</b>	Local Address	Duliajan, Dibrugarh, Assam-786602
<b>F</b>	Registered address	Duliajan, Dibrugarh, Assam-786602

**g.** 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 in **Para No. 9.0** 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.

8.3 Any bid not secured in accordance with sub-clause 8.2 above shall be rejected by the Company as non-responsive.

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

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

- 8.6 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. 24.0** below is furnished.
- 8.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 8.8 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.
- 8.9 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).
- 8.10 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.

- 8.11 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:

- MT 760 / MT 760 COV for issuance of bank guarantee.
- 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 (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

<b>Bank Details of Beneficiary</b>		
<b>A</b>	Bank Name	ICICI Bank Ltd.
<b>B</b>	Branch Name	Duliajan
<b>C</b>	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
<b>D</b>	IFSC Code	ICIC0000213
<b>E</b>	Unique identifier code (Field 7037)	OIL503988890
<b>F</b>	Company name	Oil India Limited

	<b>Bank Details of Beneficiary</b>	
<b>H</b>	SWIFT Code	ICICINBBXXX

**9.0 EXEMPTION 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 as well as State Government Departments and Public Sector Undertakings (PSUs) are exempted from submitting bid security. However, such bidders must submit the **bid security declaration** as per format enclosed in the tender as per Proforma-XV.

c) Documentation required to be submitted by MSEs: **Refer Clause No. 33.0 below.**

**10.0 PERIOD OF VALIDITY OF BIDS:**

10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **90 (Ninety)** days from Bid Opening Date.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 9.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**11.0 SIGNING & SUBMISSION OF BIDS:**

**11.1 Signing of bids:**

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

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

11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The Letter of Authority (as per **Proforma-IV**) shall be indicated by written Power of Attorney accompanying the Bid.

11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.

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

#### 11.2 **Submission of bids:**

The tender is processed under **SINGLE STAGE COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES basis**. Bidder shall submit the Technical bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in “User Manual” available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference / Technical Specifications of the bid document. The Technical Bid should be uploaded in the **“Technical Attachment”** Tab Page only. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the Tender no., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts (HoD), Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a. EMD/Bid security.
- b. Printed catalogue and literature if called for in the bid document.
- c. Any other document required to be submitted in original as per bid document.

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

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

11.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the

particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.

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

## **12.0 DEADLINE FOR SUBMISSION OF BIDS:**

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

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

12.3 The documents in physical form as stated in **Para 11.2** must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **13.0 LATE BIDS:**

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

## **14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

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

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

## **15.0 EXTENSION OF BID SUBMISSION DATE:**

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

## **16.0 BID OPENING AND EVALUATION:**

- 16.1 Company will open the Bids, including submission made pursuant to Clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 16.2 In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Technical bid is uploaded in the "Technical Attachments" Tab only and no price should be mentioned anywhere under the Technical Attachments.
- 16.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next full working day and time.
- 16.4 Bids which have been withdrawn pursuant to Clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.5 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.
- 16.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 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.

16.9 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.

**17.0 OPENING OF PRICED BIDS: Not Applicable.**

**18.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per BEC-BRC of the Tender Documents.

**18.1 DISCOUNTS / REBATES: Not Applicable**

**19.0 CONTACTING THE COMPANY:**

19.1 Except as otherwise provided in **Clause 16.0** above, no Bidder shall contact OIL 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 OIL vide **sub-clause 16.6**.

19.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**20.0 AWARD CRITERIA:**

The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**21.0 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.

**22.0 NOTIFICATION OF AWARD:**

22.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail that its bid has been accepted.

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

22.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 23.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 8.0 hereinabove.

**23.0 PERFORMANCE SECURITY DEPOSIT:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within **30 (Thirty) days** from the date of issue of Letter of Award (LOA).

23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act

purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **Proforma-XVII**) must also be submitted along with the original BG.

b. Alternately, the Performance Security can also be paid through Insurance Surety Bond / Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / 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 favour of "**Oil India Limited**" payable at Duliajan.

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

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

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. Bidder can also submit the performance in the form of **Electronic Bank Guarantee (e-BG)**: Bidders can submit the e-BG from any of the following banks:

<b>Sl. No.</b>	<b>Bank Name</b>	<b>Sl. No.</b>	<b>Bank Name</b>
<b>1</b>	Axis Bank limited	<b>8</b>	IDFC First Bank
<b>2</b>	Bank Of Baroda	<b>9</b>	Indian Bank
<b>3</b>	Canara Bank	<b>10</b>	Indian Overseas Bank
<b>4</b>	Federal Bank	<b>11</b>	IndusInd Bank
<b>5</b>	HDFC Bank Limited	<b>12</b>	State Bank of India
<b>6</b>	ICICI Bank Limited	<b>13</b>	South Indian Bank
<b>7</b>	IDBI Bank	<b>14</b>	Yes Bank

**Beneficiary details for issue of e-BG:**

<b>Details of Beneficiary</b>		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAACO2352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email-ID	Abhay_Kumar@oilindia.in

Details of Beneficiary		
<b>E</b>	Local Address	Duliajan, Dibrugarh, Assam-786602
<b>F</b>	Registered address	Duliajan, Dibrugarh, Assam-786602

d In case of Bidders submitting Performance Security in the form of Bank Guarantee/ Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt / Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

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

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

23.3 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 ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary		
<b>A</b>	Bank Name	ICICI BANK LTD.
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
<b>D</b>	IFSC Code	ICIC0000213
<b>E</b>	Unique identifier code (Field 7037)	OIL503988890
<b>F</b>	Company name	Oil India Limited
<b>G</b>	Swift Code	ICICINBBXXX

23.4 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.

23.5 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.

23.6 Bidder(s) submitting PBG in the form of Fixed Deposit need(s) to submit **Proforma-XX** and **Proforma-XXI**.

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

23.8 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/unsatisfactory performance.

#### **24.0 SIGNING OF CONTRACT:**

24.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

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

24.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Action shall be taken as per OIL's Banning Policy.

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

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

**27.0** 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 to be executed under this contract.

#### **28.0 MOBILIZATION AND ADVANCE PAYMENT (NOT APPLICABLE FOR THIS TENDER):**

28.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against

mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery / refund.

- 28.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 28.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

## **29.0 GOODS AND SERVICES TAX:**

- 29.1 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.

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

- 29.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual 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.

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

- 29.4 Where the OIL is not entitled to avail / take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual 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.

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

- 29.5 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.

- 29.6 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.
- 29.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 29.8 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 GST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 29.9 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.
- 29.10 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 leviable 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.
- 29.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 29.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

### **30.0 INTEGRITY PACT:**

- 30.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Appendix-I** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.
- 30.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 30.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

- 30.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Shri Dr. Tejendra Mohan Bhasin 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:

The names of the OIL's Independent External Monitors at present are as under:

- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA Mobile No.:8017017878,  
E-mail IDs:[rpawar61@hotmail.com](mailto:rpawar61@hotmail.com),[ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)
- b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC  
E-mail ID: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
- c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, Mob No.: 9810701876 E-mail ID: [ams057@gmail.com](mailto:ams057@gmail.com)

### **31.0 LOCAL CONDITIONS:**

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

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

- 32.0 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.

### **33.0 DOCUMENTS REQUIRED TO BE SUBMITTED BY MSE BIDDERS:**

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 **16.06.2021** and No. **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, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam

Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

**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.

\*\*\*\*\*END of ITB\*\*\*\*\*

## PART-2

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

#### **1.0 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 equipment/material and services offered do not conform to the required parameters stipulated in the technical specifications of the tender. 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.

- 2.0** Bidders to offer only 02(Two) numbers of readily available 12KL capacity Oil Bowsers/Oil Tankers registered in his/her/firm name. In case, offered Bowser/Tankers are more than 02(two) nos. than only the 02(two) nos. of techno-commercially acceptable with latest vintage Bowser/Tankers will be considered. In case, offered Bowser/Tankers is less than 02(two) nos. than the bid will not be considered and shall be rejected. Offers with attached bowsers/tankers shall not be considered and shall be straightway rejected.

#### **3.0 TECHNICAL EVALUATION CRITERIA:**

- 3.1 Experience:** The bidder must have successfully executed/completed “**Similar Work**” over the last 7(seven) years reckoned from the Original Bid Closing Date of the tender:

"**Similar Work**" mentioned above means the following:

**(i)** The bidder must be in the business of providing services for transportation of Petroleum Products / Hazardous chemicals / Chemical Salt Solution in any Central Govt. / State Govt. / Public Sector Undertaking / E&P Company / Nationalized Banks / Public Limited Company for a continuous period of minimum 02 (Two) years (i.e., 24 months) under a single contract by deploying minimum 01(one) No. of Tanker/Bowser, having capacity not less than 9KLs each.

**OR**

**(ii)** The bidder must have experience of providing services at least **01 No.** of attached bowsers/tankers (having capacity not less than 9 KLs) to Oil India Limited (i.e., experience of providing attached tankers/bowsers to the contractor(s) engaged by Oil India Limited) for transportation of Petroleum Products/Hazardous chemicals/ Chemical Salt Solution for a continuous period of minimum 02 (Two) years (i.e., 24 months).

#### **3.2 Notes to BEC Clause 3.1(i) above for documentary evidence:**

- (i) For proof of requisite experience against above BEC/BRC Clause No. 3.1(i), the bidder must furnish the following documentary evidence along with the Technical Bid, in the form of:

- a) Copy of Contract document/LOA/LOI/Work Order showing details of work.

**AND**

- b) Anyone of the following documents:
- i) Job Completion Certificate/ Gross Payment Certificate / Work Execution Certificate showing:
- Gross value and nature of job done within the prescribed period.
  - Work Order number/Contract Number
  - Contract/Work Order period and date of completion.

**OR**

- ii) Certificate of Payment (COP) issued by the organization in which the bidder rendered the similar work showing at least the following:
- Work order no. / Contract no.
  - Gross value and nature of job done within the prescribed period.
  - Contract/Work Order period and date of completion of the similar work.

**OR**

- iii) Any other documentary evidence(s) issued by the organisation in which the bidder rendered similar work which can substantiate the requisite experience.
- c) Submission of only Letter of Intent (LOI) / only Notification of Award (NOA)/ only Letter of Award (LOA) /only Work Order(s) and/or Certificate of Payment (COP) without gross value of job done as required / Services Entry sheet (SES) without gross value of job done as required are not acceptable as documentary evidence(s).

However, if the Letter of Intent (LOI) / Notification of Award (NOA)/ Letter of Award (LOA) / Contract(s) / Work Order(s) and /or Certificate of Payment (COP) without gross value of job done / Services Entry sheet (SES) without gross value of job done submitted by the bidder are issued from Oil India Limited (OIL), then the same will be considered as documentary evidences subject to successful verification with OIL's own records of execution

- 3.3 **Note to Bidder(s) for BEC/BRC Clause No. 3.1(ii) above against OIL's Contract for documentary evidence:** Bidders participating with experience of attached bowser(s) / tanker(s) services against OIL's contract, shall submit a Job Completion Certificate/SAP generated signed/unsigned (i.e., system generated) Service Entry Sheet (SES) showing at least the following:

- (i) Work Order No. with period of work done for which the vehicle was deployed.
- (ii) Nature of job done with Contract/Work Order No.

In case the time period of attached bowser(s) / tanker(s) services does not meet the minimum period of **02 (two)** complete years in the original contract during the specified time period (**during the last 07 years to be reckoned from the original Bid closing date**) as above, the below must be met by the bidder(s) to be qualified against this tender:

The time period of attached bowser(s) / tanker(s) services in extension(s) of a contract / in emergent contract(s) during the specified time period as above shall be added with time period of attached bowser(s) / tanker(s) services in the original contract within the specified time period to determine the attainment of the tendered requisite time period (continuously for a minimum period of two complete years). This is applicable if, the extension(s) of the contract / the emergent contract(s) is /are /were awarded by Oil India Limited (OIL) for the same vehicle with the same terms & conditions of the original contract without any interruption of the services. Such bidder shall submit a self-declaration (as per **PROFORMA-XI**, as applicable) mentioning the following along with the bid as evidence:

- a) Original contract number & name of contractor against which the vehicle was deployed for OIL's operation.
- b) Emergent contract number(s).
- c) Vehicle Registration Number.
- d) Period for which the vehicle was deployed under the contract.

**3.4 Following work experience will also be taken into consideration:**

- (a) In case the start date of the similar work is beyond the prescribed 07 (seven) year's period to be reckoned from the original bid closing date of this tender, but a part of the service for a minimum period of 02 (Two) continuous years is completed within the last 7(Seven) year's period reckoned from original bid closing date.
- (b) Bidder executing similar work which is still running will also be taken into consideration, if the bidder had completed the prescribed services for a minimum period 02(Two) continuous years is completed within the last 7(Seven) year's period reckoned from original bid closing date.

3.5 SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

3.6 Bids submitted for part of the work will be rejected.

**3.7 All the offered Oil Tankers/ Oil Bowsers shall meet the following brief requirements:**

- (i) Each bidder can offer only for 02(Two) numbers of readily available 12KL capacity Oil Bowsers/Oil Tankers as mentioned above in BEC/BRC Clause No. 2.0 for **12KL capacity bowsers** of model **TATA SE 1613 Cow1** (or equivalent) with minimum **16200 KG GVW**. All the Oil Tankers/Oil Bowsers offered must be in the bidder's name (in case of proprietary firm it may be in proprietor's name and similarly it may be in the firm name in case of partnership firm/company).

- (ii) The offered Oil Bowsers/Oil Tankers must be registered in the name of the respective bidders/owners as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India as on the bid closing date of this tender.

**3.8 For readily available Oil bowser(s)/ Oil tanker(s):**

3.8.1 In conjunction with Clause No. 3.7 above, all the readily available Oil Bowser(s)/Oil Tanker(s) offered for the service against the tender must be having vintage not earlier than **01.01.2018** (year of manufacture) and to submit the duly filled details of offered oil bowser(s)/oil tanker(s) in **Proforma-XII**.

Bids offering Oil Bowsers/Oil Tankers other than the model/specification as mentioned in NIT/tender document will be rejected.

3.8.2 If any of the offered oil bowsers/oil tankers are engaged in any of the contracts awarded by Central Govt. / State Govt. / Public Sector Undertaking / E&P Company / Nationalized Banks / Public Limited Company other than Oil India Limited, as on bid closing date of this Tender, the bidder shall have to submit the following along with their detail technical bid.

- **No Objection Certificate (NOC) issued by the organization other than Oil India Limited, in which the offered Bowser(s) are running, as the case may be, declaring that the offered oil Bowsers/oil Tankers can be placed for OIL's services in case of award of contracts against this tender.**

3.9 For evaluation, no preference shall be given to the vintage or date of registration of the oil bowsers/oil tankers. All oil bowsers/oil tankers shall be considered at par of vintage not earlier than **01.01.2018**. If last date of bid submission is extended after publication of the tender, **vehicles having date of registration upto original bid closing date** shall only be eligible for participation against the tender.

3.10 In support of model and year of manufacture of oil bowsers/oil tankers as mentioned under Clause Nos. 3.7 & 3.8 above, the bidder must submit the following documents (mandatory but not limited to) for each bowser as mentioned below along with their bid. All the documents are to be self-certified/attested by the bidder:

- (i) Copy of **Registration certificate(s)/Vehicle particulars** of the offered oil Bowsers/oil Tankers issued by government agencies (DTO/RTO/RTA) indicating the body type of the vehicle offered as Oil Tanker/Oil Bowser as on the bid closing date of the tender. **If the Registration Certificate (s)/Vehicle particulars details do not have mention as Oil Tanker/Oil Bowser as the body type, then the bidders must submit a valid statutory document issued by DTO/RTO/RTA that mentions the body type as Oil Tanker/Oil Bowser.**

- (ii) The Bidder shall also submit valid license granted by Petroleum & Explosives Safety Organisation (PESO) for transport of petroleum products of the offered readily available oil bowser/ oil tanker at the time of submission of the Bid.

- 3.11 Bidders offering fully built 12 KL capacity Oil Bowsers/Oil Tankers shall submit an undertaking as per prescribed format (**Proforma-XII**) along with the bid declaring that if awarded with the contract by OIL, he/she/they will supply the Oil Bowsers/ Oil Tanker strictly as per tendered specifications of the Special Conditions of Contract (SCC) and all other terms and conditions of the tender. Bidder shall also submit the details of the offered Oil Bowser(s)/Oil Tanker(s) and other declarations as per prescribed format (**Proforma-XII**). Bids not containing duly filled **Proforma-XII** shall not be considered for evaluation.
- 3.12 Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience and other relevant clauses.

#### **4.0 FINANCIAL EVALUATION CRITERIA:**

- 4.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 20,70,500.00** (Rupees Twenty lakhs Seventy Thousand Five Hundred only)
- 4.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

**Note:** The Net worth to be considered against Clause 4.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

#### **Notes to BEC Clause 4.0 above:**

- a) For proof of Annual Turnover & Net worth (refer clause 4.1 & 4.2 above) any one of the following documents must be submitted along with bid:

- (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-IX**.

**OR**

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

- b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year

will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

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

d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para-a) and b) above.

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

f) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Clause 4.0.

## **5.0 COMMERCIAL CRITERIA:**

5.1 Bidder(s) must agree to offer the service clearly and strictly in accordance with the Rates/Price schedules outlined in **Part-3, Section-II (SOQ)** and as per the terms & conditions of the tender; otherwise, the Bid will be summarily rejected.

5.2 Bids received through OIL's e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

5.3 Bids submitted after the Bid Closing Date and Time will be rejected.

5.4 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

5.5 The amount of Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before **12.45** Hrs (IST) on the bid closing date. A scanned copy of Bid Security document should also be uploaded along with the Bid documents. The amount of Bid Security shall **Rs. 4,14,500.00** (Rupees Four Lakhs Fourteen Thousand Five Hundred only)

### **Notes:**

**(i) Bid without proper & valid Bid Security will be rejected.**

**(ii) Any Bid accompanied by bid security with (i) validity shorter than 135 days from the date of bid closing and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.**

**(iii) In case the Bidder submits Bid security in the form of Bank Guarantee (BG)/FDR; the BG/FDR must be valid for minimum 135 days from the date of original bid closing.**

- 5.6 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 5.7 Bid documents/User Id & Password for OIL's E-Tender Portal are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 5.8 Bids received through the e-procurement portal shall only be accepted. Any bid received in any other form will not be accepted.
- 5.9 Bid should be valid for a period of **90 (Ninety)** days from the Bid opening date. Bids with shorter validity shall be rejected as being non-responsive.
- 5.10 Bid documents shall contain no interlineations, white fluid, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person or persons who has/have digitally signed the Bid.
- 5.11 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected:
- (i) Firm price
  - (ii) EMD/Bid Security/ Bid Bond
  - (iii) Period of validity of Bid
  - (iv) Price Schedule
  - (v) Performance Bank Guarantee / Security deposit
  - (vi) Insurance Clause
  - (vii) Scope of work
  - (viii) Taxes Clause
  - (ix) Liquidated Damages clause
  - (x) Tax liabilities
  - (xi) Arbitration / Resolution of Dispute Clause
  - (xii) Force Majeure
  - (xiii) Applicable Laws
  - (xiv) Termination Clause
  - (xv) Integrity Pact
  - (xvi) Liability Clause
  - (xvii) Mobilization Clause
- 5.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Appendix-I (Integrity Pact)**" 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 have been signed by the bidder's authorized signatory who sign the Bid.
- 5.13 **Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is**

**found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner/sole proprietor will be rejected.**

- 5.14 Bid received without attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" in case bid is submitted in the name of partnership firm will be rejected.
- 5.15 Conditional and unsolicited offer shall not be considered.
- 5.16 In case the bid closing date happens to be a bandh/holiday, the same will be deferred to the same time of the next working day (except Saturday).

## **6.0 AWARD OF CONTRACT/ EVALUATION METHODOLOGY:**

Draw of Lots shall be conducted amongst the bidders/applicants for selection of Priority List for award of contracts to the techno-commercially acceptable bids/applicants. The draw of lots shall be conducted before the technical evaluation of the applications/offers for selection of the Priority list along with a Waiting list to accommodate any rejection of offers from the Priority List or for any future requirement.

**(i) For readily available 12KL oil bowser/oil tankers:** Award of contract shall be made through a draw of lots for all the readily available bowsers/tankers on the order of priority through the common priority list. The required numbers of readily available oil bowsers/oil tankers to be kept for Assam Fields, Arunachal Pradesh Fields and LWC Bowsers for award of Contract as well as for the Waiting list will be intimated before conducting the draw of lots.

### **(ii) OIL shall conduct the Draw-of-lots (Lottery) before scrutiny of bids.**

For the purpose of such Draw-of-Lots (Lottery), a list of all the bids shall be displayed in the notice board by assigning serial numbers before holding of the Draw-of-Lots (Lottery). After conducting the draw of lots, the shortlisted bids will be scrutinised and if the Bid(s) are found to be acceptable as per BEC/ BRC Clause of the tender, then the contracts will be awarded as per the order of priority from the Priority list formed after the draw of lots. If the Bid(s) are found to be Not Acceptable, scrutiny of the next set(s) of Bid(s) as per the order of priority and/ or waiting list will be carried out for award of Contract. In the event, techno-commercially acceptable bidders are less than the Company's requirement from the first Draw-of-Lots (Lottery), then the balance requirement shall be shortlisted through a second Draw-of-Lots (Lottery) without considering the already shortlisted bids. OIL reserves the right to shortlist the appropriate Nos. of bidders in the Draw-of-Lots (Lottery). Priority list may be rearranged based on the acceptance/rejection of bids as per the tender criteria.

The validity of the Waiting list shall be for a period of 2 (two) years from the date of draw of lots.

## **Notes to BEC/BRC Clause 6.0 above:**

- (a) A common Priority list for all the readily available oil bowsers/oil tankers will be prepared for all the fields (Assam, Arunachal Pradesh & LWC) with a single draw of lots and Contracts will be awarded subject to fulfilment of NIT conditions.

Initially, the contracts will be awarded for Assam fields. Subsequently, after fulfilling the commitments related to Assam fields, contracts will be awarded for Arunachal Pradesh fields. And once both Assam and Arunachal Pradesh fields have been addressed, the contracts will be awarded for LWC bowsers, following the priority order of bidders as specified in the Priority list.

- (b) A few bidders will be kept in a waiting list with validity period of 02(two) years from the date of Draw-of-Lots for any future requirement. The Waiting List shall be considered for filling up of vacant positions in the Priority List resulting from any rejection of selected application(s)/cancellation of contract(s) after Lottery/Draw of Lots or additional requirements of the Company after fulfilment of NIT conditions. However, OIL reserves the right to extend the validity of the Waiting List/Priority List suitably before its expiry.

- 6.1 Bidder shall place the offered vehicles for the entire period of the contract agreement including the extension period, if any, except otherwise as provided under Clause No. 9.4 (Major breakdown) of Part-III: SCC. The bidder should submit an undertaking in favour of OIL to the extent that offered oil tankers/oil bowsers shall be placed for the entire period of the contract agreement including the extension period, if any.
- 6.2 The bidder must submit in their Letter Head in **Annexure-I** for conformation to mobilize the oil bowsers/oil tankers within **45 (Forty-Five) days** from the date of issue of Letter of Award (LOA) and start the job accordingly.
- 6.3 A substantially responsive bid is one that meets the terms & conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- 6.4 Purchase Preferences allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises & MII is not applicable for this tender as the rates are offered by OIL.
- 6.5 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

## **7.0 GENERAL:**

- 7.1 Bidder(s) must note that the 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.

- 7.2 OIL will not be responsible for delay, loss, or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.3 In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 7.4 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under 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.
- 7.5 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.
- 7.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for failing which the offer of such bidder(s) shall be considered non-responsive and shall be rejected.
- 7.7 **A check list on BEC/BRC & other relevant technical criteria is included in the tender which is mandatory for all bidders to submit as a part of their technical bid for evaluation of offer. In case, the bidder does not submit the check list with the original bid or does not respond to any of the points mentioned therein, the bid will be liable for rejection. Please therefore ensure submission of all the check list duly filled-in with requisite data as per your offer.**
- 8.0 TENTATIVE REQUIREMENT PERIOD: The tentative requirement of services shall be in & around **April' 2025**.
- 9.0 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.

**\*\*\*\*\*End of BEC/BRC\*\*\*\*\***

## **PART-3**

### **SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1.0 APPLICABILITY, DEFINITION & INTERPRETATION:**

##### **1.1 Applicability**

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

##### **1.2 Definition & Interpretation**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

###### **1.2.1 COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

###### **1.2.2 CONTRACTOR:**

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

###### **1.2.3 Contract:**

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

###### **1.2.4 Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

###### **1.2.5 COMPANY's Site Representative/Engineer:**

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

###### **1.2.6 Sub-Contract:**

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation,

duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY.

**1.2.8 Contractor's Representative:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price:**

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations:**

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods :**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

**1.2.13 Drawings:**

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

**1.2.16 Inspectors:**

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

**1.2.17 Tests:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.2.18 Approval:**

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

**1.2.19 Day:**

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

Means any day which is not declared to be holiday by the COMPANY.

**1.2.23 Bid/offer:**

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

**1.2.24 Guarantee:**

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

**1.2.25 Mobilization:**

Shall mean rendering the equipment fully manned and equipped as per

CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

**1.2.26 De-mobilization:**

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

**1.2.27 Willful Misconduct:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

**1.2.28 Gross Negligence:**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

**1.2.29 Criminal Negligence:**

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

**1.2.30 GST Legislations:**

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

**2.0 CONTRACT DOCUMENT:**

**2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

**2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

**2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

### **3.0 WAIVERS AND AMENDMENTS:**

**3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

### **4.0 CONTRACT TIMELINE:**

**4.1 Effective Date of Contract:** The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

### **4.2 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

### **4.3 Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

### **5.0 SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

### **6.0 GENERAL OBLIGATION OF CONTRACTOR:**

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3 Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER /AUTHORITY:**

**8.1 OIL's site representative/engineer:**

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- i. Overall supervision, co-ordination and Project Management at site

- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

## **8.2 CONTRACTOR's representative:**

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

## **9.0 Personnel to be deployed by contractor:**

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

**9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

**9.2** The CONTRACTOR shall be solely responsible throughout the period of the

contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

**9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

**9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

**10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 30 (Thirty) 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 an Insurance Surety Bond/Bank Draft/ Cashier's cheque/Banker's cheque\*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India..

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

**10.2** 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.

**10.3** The domestic 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.

- 10.4** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** 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.
- 10.7** 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 performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. 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.

**11.0 SIGNING OF CONTRACT:**

- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**12.0 CLAIMS, TAXES & DUTIES:**

- 12.1 Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.
- 12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.
- 12.3 Taxes:**
- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

**12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

**12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

**12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

**12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
- ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
- iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

**12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

**12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

**12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

*Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

#### **12.4 Goods and Services Tax:**

**12.4.1** "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.

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

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual 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.

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

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual 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.

**12.4.4** 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.

**12.4.5** 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 evidence the rate as applicable on the Bid due date and on the date of revision.

**12.4.6** 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.

**12.4.7** 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.

**12.4.8** 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.

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

**12.4.10** 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.

**12.5 Anti-profiteering clause**

**12.5.1** 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.

**12.5.2** In case rating of Contractor 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/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

**13.0 CUSTOMS DUTY, IF APPLICABLE:**

**13.1.1** CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

**13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

**13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

**14.0 INSURANCE:**

**14.1** The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

- a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.
- b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.
- c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.
- d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.
- e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

**14.2 Deductible:**

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

**14.3** The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

**14.4** All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**14.5 Waiver of subrogation:**

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

**14.6 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

**14.7 Additional Assured:**

"**Oil India Limited**" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

**14.8 Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

**14.9** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations.

Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

**14.10** The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

**14.11 On account payment to OIL in case of claim**

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

**14.12** The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

**vii) Any other insurance policy set forth in the SCC**

**15.0 LIABILITY:**

- 15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.
- 15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold

harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

**15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

**15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

**15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0 LIMITATION OF LIABILITY:**

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE:**

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORS.

**19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

**20.0 INDEMNITY AGREEMENT:**

**20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**20.2** Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and

character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**21.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by COMPANY or 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.

**22.0 ROYALTY PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

**23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

**23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**24.0 SUBCONTRACTING/ASSIGNMENT:**

**24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

**24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

**25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

**26.1** CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

**26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

**26.3** Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

**26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

**27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

**27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

**27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

**27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

**27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready

at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

**28.0** **PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN**

**AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF  
FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/Fee/remuneration of the Indian agent/consultant/associate/representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.  
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary.

However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

### **30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:**

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 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 as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil

commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

### **32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

### **33.0 WITHHOLDING:**

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

#### **33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
  - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6 & 33.7** above.

**34.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being

in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

### **35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and

Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

### **37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same

requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** 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.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/ or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:**

**39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

**39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of

submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax

amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

**41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES:**

**42.1** If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

**42.2 Resolution of Dispute through SAC:**

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier,

cost effective and amicable settlement of disputes through conciliation.

- b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. [www.oil-india.com](http://www.oil-india.com)
- c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.
- d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

**42.3 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 through Conciliation/Mediation, the same shall be referred to Arbitration.
2. A party wishing to commence arbitration proceeding shall invoke an 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. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

<b>Claim amount. {excluding claim for interest and counter claim, if any}</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

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. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
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 from time to time)
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:
  - a) 20% of the fees if the claimant has not submitted a statement of claim.
  - b) 40% of the fees if the pleadings are complete.
  - c) 60% of the fees if the hearing has commenced.
  - d) 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the 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 the Schedule of the Act and such expenses shall be equally borne by the parties.
12. The seat and venue of the arbitration proceeding shall be New Delhi.

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

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy

Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

2. 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.
3. 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.

#### **42.5 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.

#### **42.6 Exclusions**

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

- a) 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.
- b) 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.
- c) 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.

#### **43.0 COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

#### **44.0 TERMINATION:**

**44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

**44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the

CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

**44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

**44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

**44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**44.6 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/ material, 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.

**44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's

equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

**44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

**44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

**45.0 TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**48.0 MISCELLANEOUS PROVISIONS:**

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

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

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

\*\*\*\*\*End of GCC\*\*\*\*\*

**PART-3:**

**SECTION-II**

**SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)**

**DESCRIPTION OF WORK/SERVICE:** Hiring of Services of crude oil / Condensate / Technical Fluid/ LWC transportations by road by bowzers / tanker using 12 KL capacity bowzers (tankers) from various OIL's Field Locations in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.

<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Estimated Quantity per Bowser</b>	<b>Rate (Rs) (Excl. GST)</b>
10	<b>Fixed charge per Bowser per day</b>	Day	1096	2,954.54
20	<b>Running charge per KM</b>	KM (Kilometer)	180000	29.32
30	<b>Single OT for Driver:</b> Additional payment for working from 8th to 9th hr in a particular day as applicable.	HR (Hour)	1096	61.25
40	<b>Single OT for Helper:</b> Additional payment for working from 8th to 9th hr in a particular day as applicable.	HR (Hour)	1096	51.25
50	<b>Double OT for Driver:</b> Additional payment for working beyond 9th hr in a particular day as applicable.	HR (Hour)	3288	173.75
60	<b>Double OT for Helper:</b> Additional payment for working beyond 9th hr in a particular day as applicable.	HR (Hour)	3288	144.25
70	<b>Provident Fund (P.F) for Driver</b>	Day	1096	69.23
80	<b>Provident Fund (P.F) for Helper</b>	Day	1096	69.23
90	<b>Employees' State Insurance (E.S.I) for Driver</b>	Day	1096	22.59
100	<b>Employees' State Insurance (E.S.I) for Helper</b>	Day	1096	18.75
110	<b>Cost of Uniform and Shoes for 1 driver and 1 helper and 1 reliever driver and 1 reliever helper</b>	NO (Number)	12	6000
120	IME / PME charges	NO (Number)	4	2460
130	Payment to Reliever Driver	DAY	252	812.89
140	Payment to Reliever Helper	DAY	252	665.06
150	Provident Fund (P.F) for Reliever Driver	DAY	252	69.23
160	Provident Fund (P.F) for Reliever Helper	DAY	252	69.23

170	Employees' State Insurance (E.S.I) for Reliever Driver	Day	252	22.59
180	Employees' State Insurance (E.S.I) for Reliever Helper	Day	252	18.75

**1. Duration of Contract:** The duration of the contract shall be for a period of **03 (three) years and 45 (Forty-Five) days** which is inclusive of mobilization period from the date of issue of LOA. In case of early/delay in mobilization from the scheduled mobilization completion date, then the duration of the contract shall be considered for **03 (three) years** from the date of completion of actual mobilization of first Bowser/Tanker under the Contract.

**2. Mobilisation Period:** 45 (Forty-Five) days from the date of issue of LOA.

**Note:**

The above rates are applicable for all the Fields except for the Line-Item No. 10 for LWC Bowsers. The applicable Fixed Charge Per Bowser Per Day for Line-Item No. 10 for LWC Bowsers is **Rs. 2,994.69**.

The break down cost for the above Fixed Charge are as shown below in Table-1 & 2:

<b>Table 1:</b>			
<b>Statutory rates included in the Fixed charge is as under:</b>			
<b>Sl No.</b>	<b>Description</b>	<b>UOM</b>	<b>Rate (Rs) (Excl. GST)</b>
a.	Insurance cost of vehicle	Per Month	3476.58
b.	Road Tax	Per Month	1247.67
c.	Assam Permit, Fitness, Pollution, Calibration Fee Etc.	Per Month	308.04
d.	Explosive license	Per Month	166.67

<b>Table 2:</b>			
<b>Driver and Helper wages included in the Fixed charge is as under:</b>			
<b>Sl No.</b>	<b>Description</b>	<b>UOM</b>	<b>Rate (Rs)</b>
a.	Driver	Per Day	812.89
b.	Helper	Per Day	665.06

\*\* The above applicable wage rates and Overtime rates of crew has considered as per minimum wage circular vide Ref. No. **HRR: Min Wages/045/133/2023 dated 03.05.2023**.

**1.1** Amongst others **the Fixed Charge per month** per Vehicle is also inclusive of the following as below:

A	Vehicle for 24 hours with services of the Driver & Helper for 08(eight) hours normal duty every day throughout the month. The fixed charge per month is inclusive of wages, special expense allowance, bonus of regular Driver & Helper, Establishment cost, Profit element etc. The wages, special expense
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	allowance, bonus of regular Driver & Helper etc are as per Memorandum of Settlement (MoS) dated 22 <sup>nd</sup> July 2022 & minimum wage as notified by Govt. of India.
B	Monthly wages of the regular Driver & Helper as per the rates mentioned in Para-12.0 below which also includes weekly rest day wages.

**1.2** The above Fixed Charge per month is exclusive of the following:

A.	Fixed Charge per month is exclusive of wages of the relief Driver & Helper for total 84 days in a year on account of weekly rest days, leave and holidays etc. of the regular Driver & Helper as per the applicable Memorandum of Settlement (MoS) dated 22 <sup>nd</sup> July 2022.
B.	Fixed Charge per month is exclusive of PF, ESI, cost of uniform of the Driver & Helper.  PF, ESI, Cost of Uniform/safety items shall be reimbursed to the Contractor based on submission of documentary evidence by the Contractor as per requirement of Oil India Limited as per MoS dated 22.07.2022.
C.	Fixed Charge per month is exclusive of 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.

**2.0** The Overtime rates for Regular Driver/ Regular Helper/ Reliever Driver/ Reliever Helper per hour shall be guided as follows:

- a) The normal duty hours will be for 08 (Eight) hours every day.
- b) Single Over Time (for duty beyond 8 hours but less than 9 hours) and Double Over Time (for duty beyond 9 hours) amounts will be paid on actuals at the rates prevalent as per the M.O.S. dated 22.07.2022/Govt. Notification at the time of actual execution of the work.
- c) Holiday Over Time amount shall be paid on actuals at the rates prevalent as per the M.O.S. dated 22.07.2022/Govt. Notification only in case of Emergency as defined in Clause 9 of the MOS at the time of actual execution of the work.

**3.0** 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 GST against the contract. In absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

**4.0** 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 MOS dtd. 22.07.2022, copy of which is available at the office of CGM -HR Relations/CGM-Contracts.

**5.0** The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any

circumstances during the tenure of this service agreement except in respect of the following:

(a) First Variation in the offered running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the **tendered Diesel (HSD) price of Rs. 91.17 per Litre**. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. Accordingly, considering that vehicles deployed by the contractor shall have mileage of **4(four)** kilometres per litre of HSD for both to and fro journey.

Change in running charges for the tankers/bowsers will be reviewed once in every month. For this, daily rates of HSD at Duliajan for the previous month will be obtained from IOC and simple average will be worked out. This monthly average and the last amended HSD price of the contract will be used to calculate the variation in running charges in the month.

(b) Changes in Fixed charge will be effective if wage component is revised on account of revisions of minimum wages notified by Govt. of India.

(c) The Company reserves the right to extend the contract beyond three years at its own discretion, if required at the same terms and conditions of the original contract. In case of such extension, Fixed Charge per month shall be reduced by 10% for the period of 04th year extension, if any excluding the wage component and such extension shall be binding on part of the contractor.

**6.0** The contractor has to comply with the responsibilities and obligation towards payment of wages to the contract labours under the provision of the various applicable Labour laws as detailed in **Annexure-VII**.

**7.0** The contractor shall deposit the PF and EPF with the PF authorities positively on or before the 15th day of the subsequent month. The amount will be reimbursed to the contractor based on submission of documentary evidence. For compliance to the provisions of the EPF & MP Act, the contractor to approach the concerned PF authorities.

**8.0** The Contractor shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 and rules thereunder in respect of all Helpers, Drivers who are not eligible for coverage under the Employees' 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 actual.

**9.0** The Driver(s) & Helper(s) will be provided uniform and shoe by the contractor and the expenditure towards the same will be reimbursed to the contractor by the Company on submission of documents (invoice/bills) /proof of receipt as given below:

<b>Sl No</b>	<b>Item</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Unit Rate (INR)</b>	<b>Total amount (INR)</b>
1	Uniform	2 Set	Per Year	2000.00	4000.00
2	Shoe	2 pair	Per year	1000.00	2000.00
	Total Reimbursement per person per year:				6000.00

The contractor must ensure use of PPE which shall include safety shoe, safety hand gloves, safety helmets and Safety goggles (wherever required) by the crew while inside a mine (loading and / or unloading station). Providing the PPE shall be under the scope of the contractor(s).

The contractor shall be reimbursed for the expenses as per following rates (Per Person). However, the rate may increase or decrease depending on the rates prevalent at OIL at the time of Reimbursement.

Sl. No	Item	Quantity	Frequency	Unit Rate (INR)
1	Safety Hand Glove	4 pair	Per year	74.95/-
2	Safety Helmet	1 no.	Per 3 years	112.10/-
3	Protective Eye Wear	1 pair	Per year	118/-

The contractor shall submit along with the bill the proof of supply of the uniforms & shoes to the drivers/helpers in the format as per **Annexure-V**.

The Contractor is required to furnish proof of documents (Invoice/Bills etc) for purchasing of Uniform & Shoes and PPE items with the 1st (First) Invoice itself for re-imburement. Accordingly, the Contractor has to submit proof of purchasing of the Uniform & Shoes along with PPE items for subsequent purchasing and re-imburements within 3(Three) months from the date of purchasing/Invoice of the items.

The designated Bowser crew to report to OGPS-BM & US / WSS & ALP / Eastern Fields (whichever is applicable) with above outfits at the time of placement of the Bowser. A signed statement as per Annexure XXX to be submitted at the time of placement.

**Note:**

**OIL shall NOT arrange PPE for the crew of the bowser service contract.**

**10.0** The Drivers & Helpers will be extended the benefits under the Employees State Insurance (ESI) Act.

**11.0** An amount of Rs. 2,460.00 (Rupees Two Thousand Four Hundred and Sixty only) will be reimbursed against each contractor personnel (driver and helper only) to the contractor as cost incurred towards the IME/PME on submission of the required documents.

**12.0** If the considered statutory rates mentioned in the Note: Table 1 above are higher than the actual statutory rates, the excess amount so paid shall be recovered from the monthly Bill/Invoice.

**13.0** The Contractor shall be entitled for reimbursement or recovery on account of subsequent increase/decrease in Insurance, Road Tax, Fitness, Pollution, All Assam & Arunachal Pradesh Permit Fees, Explosive license, Calibration Fee and any other taxes & duties (except Income Tax) subject to furnishing of satisfactory documentary evidence after considering the vintage of bowser as 2018 during the duration of the Agreement.

**14.0** The contractor shall claim any reimbursement amount as per the terms and conditions of the Contract within 02 (two) months from the date of expenditure of the amount.

\*\*\*\*\*End of SOQ\*\*\*\*\*

**PART-3:**  
**SECTION-III**  
**SPECIAL CONDITIONS OF CONTRACT**

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

1.1 "AGREEMENT" means this service Agreement.

1.2 "POL" means petroleum, oil and lubricants.

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

1.4 "TANKER OR BOWSER" means self-propelled transport tanker(s)/ browser(s) on which a certified calibrated tank is mounted for the purpose of transportation of POL by road.

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

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

1.7 "BASE STATION" means the station/space provided by the company, where the tanker(s)/ browser(s) shall be based/ parked. In case of non-availability of Company provided base station/operational exigencies Contractor's has to arrange base station, within 2 Km of the unloading Point.

1.8 LWC means Low wax crude.

1.9 "BM&US" means Bowser Management & Unloading station.

1.10 EF means Eastern Fields.

1.11 BoLD means Bowser Logistics Digitization.

1.12 CBUS means Central Bowser Unloading Stations at Duliajan.

1.13 DBUS means Dikom Bowser Unloading Stations at Dikom

1.14 WSS & ALP means Well Stimulation Service & Artificial Lift Pumping

1.15 MOS means Memorandum of settlement (MOS) dated 22.07.2022.

1.16 *"set of Crew" would mean a Bowser crew comprising 1 Driver and 1 Helper*

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

- a) Carriage of unauthorised passengers/materials other than crude oil/condensate in the tankers/ bowsers by the Contractor while under this Agreement with the Company.
- b) Unauthorised use of the tanker(s)/ bowser(s) when released to the Contractor for repairing/servicing.
- c) Withdrawal of hired tanker(s)/bowser(s) from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer.
- d) Failure of the Contractor to place the tanker(s)/ bowser(s) for periodic inspection as per schedule as directed by Company Engineer.
- e) Failure to park the tanker(s)/bowser(s) after release on close of working hours at Company's approved Base Station.
- f) Unauthorized driver/helper running the bowser.

1.18 "COMPANY" means Oil India Limited.

1.19 "COMMENCEMENT OF SERVICES" means the date of placement of the first bowser/tanker under this Agreement.

1.20 "COMPANY ENGINEER" means the following:

- i. Head of the Department (OGPS) / Surface Manager (Fields) / Head of the Department (PSS) or his nominee in case of the following events:
  - a) Normal day-to-day operation of service after placement under the department.
  - b) Release of bowser(s) for maintenance/inspection/fuelling.
  - c) Instruct Contractor to replace by more suitable hand of divers/crews engaged for operating the bowser(s).
  - d) Allotment of daily duties and timing of reporting and release.
  - e) Determination of shutdown or standby, liquidated damages and penalties for default of breach of contract.
  - f) Release of bowser(s) and termination of this Agreement in case of complaints as to its deteriorated mechanical conditions.
  - g) Initial placement of bowser(s) with a user department of the Company.
  - h) Release of bowser(s) upon conclusion of this Agreement.
  - i) Assessment of time to be allowed for repair in case of accident.
  - j) Initial and subsequent inspection of tanker(s)/ bowser(s).
  - k) Scrutiny of documents regarding contractor's compliance with the requirements under this Agreement for permits, licenses, employee's roster etc.
  - l) Determination of instances of shutdown or standby due to Force majeure, Bandhs etc.
- ii. Head of the Department (Contracts) in case of the following events:
  - a) Release/forfeiture of Security Deposit/ Earnest Money Deposit.
  - b) Any dispute under this Agreement as to the Contractor's obligations or otherwise.
  - c) Defaults or otherwise in case of dispute by the contractor.

iii. Head of the Department (Logistics) or his nominees in case of the following events:

- a) Initial and subsequent inspection of the bowser(s)/ tanker(s).
- b) Scrutiny of the documents, regarding contractor's compliance with the requirements under agreement for permits, licences etc.

1.21 "DUE DATE OF PLACEMENT" means the date stipulated in the contract for placement of bowsers/ tankers.

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

1.23 "TD sheet" means Transport & Distribution and Bowser Unloading Station sheet as may be certified by the Company Engineer.

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

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

- a) Delay in initial placement of tanker(s)/ bowser(s) beyond the stipulated date.
- b) Unsuitability of the Driver or Attendant and/or working crew.
- c) Drunkenness and intoxication of the driver and/or the attendant/ crew.
- d) Non-availability of tanker(s)/ bowser(s) due to any reason, whatsoever, including but not limited to the conditions mentioned below:
  - i. Deteriorated mechanical condition of the tanker(s)/ bowser(s) and/or breakdown.
  - ii. Due to inadequate routine maintenance.
  - iii. Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.
- e) Non-possession of the valid permits and licenses for the crew and tanker(s)/ bowser(s).
- f) Non-supply of fuel.
- g) Not having refuelling arrangement for the bowsers from the petrol pump near the respective Bowser Unloading Stations (BUS)
- h) Delay in placement of tanker(s)/ bowser(s) on any day as per the instruction of the Company Engineer and/or authorised representative and un-timely release of

tanker(s)/ bowser(s) on any day without prior permission and authorization from the Company engineer during the tenure of this Agreement.

- i) If the Contractor bases the tanker(s)/ bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.
- j) Non-availability of tanker(s)/ bowser(s) due to defects detected upon periodic inspection/tests by the Company.
- k) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- l) Non-availability of tanker(s)/ bowser(s) or crew when required by the Company Engineer.
- m) Failure on the part of 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 instructions of the company engineer as set out in clause 6.0 hereof.
- n) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of tanker(s)/ bowser(s)/ crew when the Company's operations are normal except Clause 1.31.(i).
- p) Non-availability of Bowser services due to stoppage of work/ strikes by Contractor or his/her crew for any reason whatsoever.
- q) Non availability of valid documents as mentioned in 5.11 of SCC.

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

1.18 "INSURANCE" means comprehensive insurance of the tanker(s)/ bowser(s) and shall include insurance of the crew, vehicles, materials and third party, besides insurance under the Public Liability Insurance Act, 1991.

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

- a) Professional driving license(s), explosive carrying licence and any other statutory requirements for the driver(s).
- b) Registration and documentary evidence of Road Tax payment.
- c) Permits for plying the tanker(s)/ bowser(s) for commercial purpose as may be required.
- d) Road permits
- e) Road Fitness Permit(s).
- f) Tank Calibration Certificate
- g) Other necessary permit(s) required for A.P.
- h) Pollution Control Certificate.
- i) Comprehensive insurance certificate(s).
- j) Explosive license
- k) Any other as required under law in force.

1.20 "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/as per Memorandum of settlement (MOS) dated 22.07.2022.

The following leave/holidays shall be extended by the contractor to its crew:

Sl. No	Nature of Leave/ Holiday	No. of Days in calendar year	Remarks
1	Annual Leave	18	The driver/helper shall be granted annual leave with wages by their respective contractors at the rate 1.5 days after every 1 (one)Month of work performed by him and can be accumulated up to maximum 18 days in a calendar year. This leave is Non-encashable; Can be availed maximum 03 times in a calendar year. The leave cannot be carried forward to subsequent years.
2	Casual Leave	07	Non-cumulative, Non-encashable; cannot be combined with annual leave and cannot be availed for more that 02(two) days at a time. The leave cannot be carried forward to subsequent years.
3	National Holidays	03	
4	Festival Holidays	04	

1.21 "CREW" means the driver and Helper to be employed in line with MoS Clause No. 22 in each of the tanker/ bowser as deemed fit by the Contractor for smooth running of the service. Payment shall be made as per Memorandum of settlement (MOS) dated 22.07.2022. In case of any grievance and / or complaint, the driver / helper of Bowsers should first approach the respective contractor in writing, with a copy of the communication sent to the user department as per Clause No. 21 of the MOS.

1.22 "PENALTY" means the amount payable by the Contractor in the event of breach of Contract which shall be as per clause- 13 of SCC. Penalty shall be levied irrespective of whether such breach resulted in a shut-down or otherwise. In addition, no payment shall accrue to the contract in the event of breach of contract leading to penalty.

1.23 (I) FIXED CHARGE PER DAY means fixed charge which will be inclusive of rental, all applicable taxes & duties, insurance premium, establishment costs, wages and other emoluments of Drivers/ Helpers which the contractor will have to engage and provide at all times essentially for the continuous operation of the services envisaged under this Agreement. The contractor shall have to ensure full compliance with Motor Vehicle Act 1988 and MoS dated 22.07.2022 (including latest amendments, if any) as well as all applicable statutory acts as may be in force time to time governing the engagement of the staff, their conditions of service including payment of wages, statutory/weekly off, holidays, overtime, annual leave, etc. The fixed charge payable under this agreement shall be deemed to be inclusive of all payments to be borne by the contractor on all such accounts.

Note: Fixed charge is exclusive of Reliever Driver Charge, Reliever Helper Charge, GST, PF, ESI, cost of uniform & shoes and other reimbursement charges.

(II) RUNNING CHARGE PER KILOMETRE means the rates for running the bowser and shall be deemed to include all the expenditure of the contract viz. Cost of fuel & consumables like lubricants, tyre/ tube, battery and other maintenance expenditure including accessories involved including applicable taxes towards operation of the tanker(s)/ bowser(s).

Note: Running charge is exclusive of GST. For variation in the running charges, clause no 12.1 Note (a), may be referred.

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

- a) The Motor tanker(s)/ bowser(s) 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 Mines Act, 1952 and Oil Mines Regulation, 2017
- 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) Motor Vehicle Act, 1988
- m) Public Liability Insurance Act, 1991
- n) Any other Act as applicable from time to time.

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

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

1.26 "SHUT DOWN" shall also mean the non-availability of the service due to an accident.

1.27 "STATUTORY OFF" means the off day per week which the Contractor is required to give to his/her/their operating crew as per the Motor Transport Workers Act, 1961/MoS dated 22.07.2022 or its amendment if any, in respect of which adequate relief driver/crew as per Contract requirement shall be provided at no extra cost.

1.28 "TAXES AND DUTIES" means Road Tax, Fitness Fee, Road permit Fee, Registration Fee, Inter-State Permit Fee for tanker(s)/ bowser(s) 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. For GST kindly refer GCC of the Contract.

1.29 The Contractor shall be entitled to reimbursement towards any increase in taxes and duties as (except Income Tax) incidence considering vintage of bowser as 2018 during the duration of the Agreement over the statutory applicable rate on the Bid opening date subject to furnishing relevant documentary evidence of such increase in payment.

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

1.31 "STAND BY" means the allowable time which will be considered as service availability period subject to the following conditions only and during these period daily fixed charges are payable. Payable fixed charge although the services are not available due to the following:

i) Monthly maintenance for each bowser is permitted for a duration of up to **02 (two)** days, counted from the beginning of the month and duly certified by the contractor that the shutdown is necessary for the bowser maintenance. This facility of having service break for bowser maintenance is limited to a maximum of **2 (Two) days** or two instances (01 Day + 01 Day) with a cumulative maximum of 02(two) days per bowser within a calendar month. Any shut down exceeding 02(two) days or more than 2 (Two) instances of maintenance shall be considered as default and penalty will be imposed as per clause **No. 13 of the SCC.**

In case a bowser/tanker is placed after the **15th day** of calendar month at the start of the contract (i.e. at the time of initial placement of the bowser/tanker), the allowable maintenance period will be limited to a maximum of **01(one) day** only. This facility will be limited to maximum of 01(One) instance (Day) per tanker/ bowser within the calendar month. Any excess shut down over 01(One) for maintenance shall be treated as default and penalty will be imposed as per clause No. 13.0 of SCC.

**Note:**

The contractor needs to intimate OGPS-BM & US/WSS & ALP/ Eastern Fields as applicable at-least 24 (Twenty-four) hrs. prior to the scheduled maintenance. In case of emergency servicing requirement also, the contractor should intimate within short time for the same.

ii) Accumulation of the maintenance period shall not be allowed beyond a calendar month.

iii) Re-fuelling time for the tanker(s)/ bowser(s) which shall not be more than 30(Thirty) minutes at any instance.

1.32 Authorization Slip: Slip provided from unloading station for authorizing the bowser to take the load from any loading station.

1.33 **Challan:** Slip provided to the bowser from a loading station after loading. This challan need to be submitted to the unloading station after completing the trip and all the details entered. One copy of the challan will be retained by the Contractor.

1.34 **Transportation & Distribution (TD) Sheet:** The sheet generated from SAP capturing the details from the challan & authorization slip against each bowser on daily basis. In this sheet bowser registration number, total distance travelled, shut down hours, driver & helper overtime are mentioned. This sheet is provided to the contractor or his/her representative at the end of the month for verification and correction if any. This shall be submitted along with the monthly bill after necessary correction(s) if any.

Note: Submission of Authorization slip, Challan or TD sheet is not applicable to LWC bowsers.

## **2.0 DESCRIPTION OF WORK:**

2.1 The Contractor shall agree and undertake to carry out the service by deploying the required no. of bowsers of model not earlier than **01.01.2018** in the area of operations of the Company as per the instructions of the Company Engineer during the entire tenure of the contract.

2.2 All work performed by the Contractor shall be continuous, on day-to-day basis.

2.3 Contractor shall provide the service with tanker(s)/ bowsers 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.

2.4 The rates accepted by the Contractor are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/ her bowser operating crew and other staff as per the provisions of The Motor tanker(s)/ bowser(s) Act, 1988 and other Statutory Acts. The rates stipulated shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.5 The Contractor shall supply and maintain the services of all tankers/ bowsers EVERYDAY basis or as may be required by the Company.

2.6 The Contractor undertakes to place the tankers/ bowsers within the due date of placement. Otherwise, penalty will be levied to the contractor for late placement of bowser at the rate of non-availability/ shut down of bowser.

2.7 The contractor shall agree and undertake to comply to the Labour laws as detailed in **Annexure-VII**.

2.8 The contractor shall comply to all terms and conditions of the Memorandum of settlement (MOS) dated 22.07.2022 and its amendment if any signed by the Motor Workers' Union, Duliajan and Bowser Contractor's Association during the tenure of the contract. The Contractor further undertakes to pay all his/her/their operating staff working under this Agreement the due wages in time including any arrears/revise of wages which may arise due to amendments in future of the above-mentioned MOS.

2.9 Provision of Security Seal: The Browsers shall have provision of only two nos. of security seals-a primary and a secondary seal.

2.10 There shall be a catwalk of minimum 600 mm width running through the entire length of tank top to avoid slippery

**2.11 Bowser to be placed under BM & US section of OGPS Department shall comply with the following:**

A. Bowser dimension:

1.1 Maximum Height shall be: 11 ft.

1.2 Maximum width shall be: 08 ft.

B. Unloading manifold:

For the Browsers of ASSAM FIELD, common outlet manifold from Bowser shall have end connection of 4" TTMA flange. The contractor shall have to ensure the 4" TTMA Flange as the end point of the Bowser's common outlet / unloading manifold (The supply and installation of TTMA Flange shall be under the Scope of Contractor).

After successful mobilization and inspection, OIL shall install 4" API bottom coupler.

The common outlet manifold valve box to be designed so as to accommodate the Coupler Assembly. A space of at-least 11" from the TTMA flange end to the box cover to be maintained.

After receiving the LOA, the bidders may contact officials at BM&US for any clarification / technical information on TTMA Flange.

C. BoLD

GPS devices and QR codes shall be installed in browsers, supply and installation of which shall be under the scope of OIL.

Note: If BoLD or similar system up gradation takes place in Eastern Fields or WSS & ALP Section of OGPS Department in subsequent year, within the contract period, the contractor will have to comply above (2.10 A & B) or similar requirements. OIL shall give suitable timeline for the same.

**2.12 Following terms and conditions shall be applicable to the bowser placed under Assam and Arunachal Pradesh field:**

i) Time of Reporting: For providing the services under the contract, the Time of Reporting of a bowser along with its operating crew to OIL, on three different stages of the service cycle are as hereunder:

A. The reporting time for starting the service cycle on a day is 06:00 am at OIL's Authorisation Slip Issuing Installations (CBUS/DBUS/DYBUS).

B. The reporting time at OIL's designated crude oil production installations for taking load of crude oil on a day is after completion of travel from the authorisation issuing installation and maintaining an average speed of 25KM/Hr as stipulated vide clause no. 21.1 of SCC.

C. The reporting time at the OIL's designated bowser unloading stations at Security Gate for unloading the crude oil on a day is based on exit time at the respective loading station. It also takes account the completion of the travel from the loading station and maintaining an average speed of 25KM/Hr as stipulated vide clause no.21.1 of SCC.

ii) Normal last exit time of loaded Bowser from loading stations shall be 6.00 PM from April through November every year.

iii) Normal last exit time of loaded Bowser from loading stations shall be 5.30 PM from December through March every year.

iv) However, depending upon the climatic condition, the OIL's officials may decide to implement the above timing in different month span also. Moreover, OIL's officials may advise for plying of Bowsers from the loading or unloading station at other timings depending on Company's requirements.

v) Also, in situation which may lead to production loss or any other disruption of Company's operation, Bowsers may be needed to ply in odd hours as per advice of OIL's officials. OIL may arrange suitable security arrangement to escort the Bowsers to & fro if situation arises.

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

3.1 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 tankers/ bowsers 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. Any demand by the employees deployed by the Contractor against the services envisaged under this Agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognized or un-recognized unions of such employees. It shall be primary and sole responsibility of the Contractor to deal, interact and settle any demands or disputes of his/ her employees individually or through any unions or otherwise.

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. Any failure on the part of the Contractor to settle the disputes expeditiously 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 In case the tanker(s)/ bowser(s) is not available for duty due to crew's strike, the tanker/ bowser will be treated as shut-down for the period of strike and penalty shall be applicable as per clause no.13.0 SCC of the Contract.

4.7 In case of any disruption/ interruption in the services of crude oil transportation due to any action by any contractor(s) or his/ her bowser crews or by both, the contract(s) of the concerned contractor(s) shall be terminated as per the discretion of the company.

4.8 In case of accident of tanker/ bowser, the contractor or his/her representative shall lodge FIR with the nearest Police Station immediately and inform the company in writing about the accident as soon as possible. The contractor shall arrange for guarding the vehicle as well as the product. If there is any spillage of crude oil/ condensate at the site of the accident, the contractor shall take immediate action towards collection and transportation of the spilled product to the respective Bowser Unloading Station/ Central Tank Farm and arrange for proper cleaning of the site for environment protection at their own cost.

4.9 If bowser transportation service of any tanker/ bowser is stopped due to any Local Environmental Problem or strike, the contractor will have to take necessary action immediately to solve the problem vis-a-vis for restoration of the service and lodge FIR in the nearest Police Station of the incident.

4.10 The Contractor shall ensure that the tanker(s)/ bowser(s) 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 Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final.

4.11 The Contractor will park the tanker(s)/ bowser(s) at the Base Station at the end of the day's work on round the clock basis with ready availability of the services of the crew in such a manner that the bowser(s) can be deployed for any specified duties

immediately on receipt of the instructions from the Company's Engineer. The Contractor found violating this will be liable for action for breach of Contract.

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

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

4.14 The Contractor should ensure that the Crew(s)/ (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular crew as per the requirements of the Company Engineer. In the event of failure to do so, the tanker(s)/ bowser(s) shall be treated as shut down, in which case the penalty shall be deducted from the Contractor.

4.15 The contractor will ensure good conduct of their bowser crews, while on duty. The contractor will be held fully responsible for any unruly behaviour of bowser crews or any mishap created by bowser crews. Company reserves the right to ask the contractor to remove any unruly bowser crew and in such event contractor shall remove the crew immediately from the service and arrange suitable replacement in terms of the contract without any disruption of the service. In the event to failure to do so, the tanker/ bowser will be treated as shutdown till such time a suitable replacement is made, in such case the penalty shall be deducted for the contractors bill(s).

4.16 The contractor shall be responsible for maintaining all the details including daily attendance of all the crew members engaged under the contract on regular basis. Contractor will be required to produce the same whenever asked by the company. The Contractor will be required to submit a certificate to the Company every month in the format set out in **Annexure-III** annexed herewith to the effect that all statutory requirements effecting the operations of the service under this Agreement under various Statutory Acts have been complied with.

4.17 The contractor shall undertake only journeys authorised by the Company Engineer. Any unauthorised 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.

4.18 The Contractor shall abide by the certain responsibilities and obligation of the various applicable Labour laws as detailed in **Annexure-VII**.

4.19 The Contractor shall operate the service envisaged under this agreement in an efficient manner as per the instructions of the Company Engineer. The contractor shall abide by the Company Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

4.20 Contractors will be required to arrange entry passes for the crew(s) employed by him and for himself from CISF for entering into OIL Operational Areas.

4.21 Contractors will be required to make refuelling arrangement for the bowser from the petrol pump near the respective Bowser Unloading Stations. For this purpose Re-fuelling time for the tanker(s)/ bowser(s) shall not be more than 30(Thirty) minutes as stipulated in clause no. 1.31 (iii).

4.22 The contractor shall ensure use of Safety shoes, Safety hand gloves, Safety helmets, Safety Googles by the bowser crews while on duty. These safety items and the uniform for the bowser crews shall be provided by the contractor.

**Note:**

In the event of non-compliance of the above clause, the Bowser along with the crew shall not be allowed to operate for the non-compliance period and penalty will be levied for the shutdown period as per Clause No. 13.0.

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

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

5.2 The bowser(s)/ tanker(s) to be engaged for this service must conform to the specifications described in the Contract Agreement.

5.3 The Contractor must ensure timely renewals of all licenses and permits within the due dates. Otherwise bowser(s)/ tanker(s) will be treated as shut-down and penalty will be levied as per the agreement.

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

5.5 The tanker(s)/ bowser(s) must be maintained in first class roadworthy condition along with uniform standards of safety as initially provided for at the time of acceptance of the tanker(s)/ bowser(s) on the date of placement.

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

5.7 All employees of the Contractor who are deployed under this service Agreement must observe the security and safety rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable /

doubtful proposition from security considerations must be immediately replaced by the Contractor.

5.8 All tanker(s)/ bowser(s) 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.

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

5.10 The contractor or his/ her authorized representative shall supervise Field-wise (Assam / Arunachal Fields) his/her bowser. The contractor or his/ her authorized representative shall report every day at the respective Bowser Unloading Stations at Duliajan/Digboi as per the area of bowser deployment and shall take stock of the respective Bowsers and the duty allocation of the same for the day. In case of non-availability of contractor/ authorized representative at the Unloading Station on any day a penalty of Rs.200/- per day per contract will be levied on the contractor for each day of absence at the Unloading Station.

5.11 At the time of placement of the tanker(s)/ bowser(s) or for any reliever crew, the Contractor must furnish to the Company the following documents:

**i) Driver:**

- a) Copy of valid driving license
- b) Copy of Hazardous training certificate
- c) Copy of AADHAR Card
- d) Copy of bank passbook
- e) Copy of PAN card
- f) UAN& ESI code wherever applicable
- g) IME records
- h) PPE
- i) Mobile No.
- j) Emergency Contact No.

**ii) Helper:**

- a) Copy of AADHAR Card
- b) Copy of bank passbook
- c) Copy of PAN card
- k) UAN& ESI code wherever applicable
- d) IME records
- e) PPE
- f) Mobile No.
- g) Emergency Contact No.

**iii) Bowser:**

- a) Copy of Registration Certificate
- b) Copy of PUC Certificate, wherever required
- c) Copy of Bowser Insurance certificate
- d) Copy of Fitness Certificate

- e) Copy of PESO Certificate
- f) Copy of Tank Calibration Certificate
- g) Dip Stick with chamber marking.
- h) Spark arrestor or exemption letter from PESO
- i) Fire extinguisher (DCP)
- j) Goods carrying permit.
- k) Emergency Contact No.

Note:

1. All the above-mentioned certificates/documents and any other statutory documents must be valid during the currency of the Contract ~~on the date of placement~~. 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 detailing the reasons for replacement and furnish similar particulars as required hereof in respect of the replacement(s).
2. The Explosive Handling Certificate/ license Number (PESO) shall have to be inscribed on Bowser Tank Body legibly.

5.12 The contractor will be responsible for supervision of the entire job from reporting at Unloading and Loading Point and for transportation of Petroleum products from loading point to the unloading point during the tenure of the contract.

5.13 The contractor to note that they must maintain an office complex having telephone facilities at DULIAJAN enabling the Company to contact the Contractor at any time throughout the contractual period.

5.14 The Contractor or his/ her authorised representative and crew shall cooperate with the Company's vigilance personnel as and when required.

5.15 In addition to the vigilance personnel, CISF/AISF/ Security or Company's personnel may check the bowser/ tankers at any time while loading, unloading and during transportation. The Contractor or his/ her representative shall have no objection for such checks.

5.16 Appointment of Bowser Crew:

- i. The selection and engaging of Bowser Crews for operation of the bowsers under the bowser service contract are the sole responsibility of the respective contractors. OIL does not have any role in selection and deploying of the crew.
- ii. The contractors shall comply the terms of appointment of their crews as per MoS point 22. Accordingly, for engaging helpers and drivers the contractors will have the right to choose the helpers and drivers, however, the contractors shall give effort to give preference to earlier helpers and drivers.
- iii. Upon received of LOA and submission of PBG, contractors shall submit the following to OIL before obtaining the Work Order:
  - a) An undertaking for initial appointment of the Bowser Crew as per Annexure XXX.

- b) KYC of the bowser crew, duly countersigned by the crew members as per Annexure XXXX.

Both these documents shall be submitted by the contractor to the officials of User department at the time of placement of the Bowser(s).

- iv. For any subsequent appointment of bowser crew due to replacements, changes or other reasons of the contractors, they shall submit the following to OIL officials of user department at the time of placement of the Bowser(s):
  - a) Same undertaking as stated in para (iii) -a) above.
  - b) KYC of the bowser crew, duly signed and countersigned in front of the officials.
- v. The contractor shall be solely responsible for solving Bowser Crew appointment issue, if any, at his / her own disposal.
- vi. The contractor(s) shall be responsible for any interruption of Bowser operation due to appointment related matters. The respective Bowser(s) shall be considered "not available for OIL's service" for such period and will be dealt as per relevant penalty clause of the contract (clause 13 and its sub-clauses).
- vii. In case of any grievance and / or complaint, the helpers and drivers should first approach the respective contractors in writing, with a copy of the communication sent to the respective user department. This is as per MoS point 21.
- viii. The contractor must provide regular Bowser Drivers and Helpers against the offered Bowsers awarded to him /her. Additionally, Contractor shall arrange reliever Drivers and Helpers in such a way that all the regular Drivers / Helpers get opportunity to avail 32 (Thirty-Two) days of leave per year and a weekly rest day as per MoS.

In case the contractor fails to provide reliever crew to his / her regular crew on the weekly rest day, and the bowser is required to be operated by the regular crew under emergent/urgent circumstances, the payment to regular crew shall be as per the M.O.S. dated 22.07.2022. In such circumstances, the amount so payable to the crew(s) will be recovered from the contractor through SES of the subsequent invoice.

- ix. Bowser Crew shall apply for and take approval for leaves from their respective contractor only. The contractors in turn, shall arrange reliever crew and record it in their attendance sheet.

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

6.1 The Company Engineer shall upon initial placement of tanker(s)/ bowser(s) duly check the mechanical as well as physical parts along with all the relevant documentation before accepting it for the services under this Agreement. Such inspection/ test shall be carried out entirely at the Contractor's risk and cost. Any tanker(s)/ bowser(s) found

deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company Engineer.

6.2 The Company Engineer shall have power for allocation of duties for the tanker(s)/ bowser(s) to the various loading & unloading points.

6.3 The Company Engineer shall have power amongst others as follows:

- (i) Fix the normal duty hours/ timings of the Contractor and regularly monitor the same.
- (ii) 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.
- (iii) Instruct the Contractor to replace by another suitable person(s) if any of his/ her crew engaged for running/ operating the tanker(s)/ bowser(s) or for general management of the service is found unsuitable for the job. 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.
- (iv) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- (v) Refuse the services of any tanker(s)/ bowser(s) found in deteriorated conditions and advice the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- (vi) Instruct the Contractor to utilize the services beyond the stipulated hours of service.
- (vii) Instruct the contractor to undertake authorised journeys to specified destination(s).
- (viii) Undertake periodic inspection of the tanker(s)/ bowser(s) as per programme as may be decided by the Company Engineer. Such inspection shall be carried out in the presence of the Contractor or in presence of the Company Engineer or his/ her authorised representative. Such inspection /test carried out by the Company shall be at Contractor's cost and risk.
- (ix) Instruct the Contractor to rectify the defects or renewal of the documents revealed upon periodic inspection /test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- (x) Instruct the Contractor to remove the tanker(s)/ bowser(s) from the service under this Agreement in respect of which defects have been found upon periodic inspection till the time of rectification of the defects.
- (xi) Check the speedometer and kilometer readings and notify the contractor for any defects and rectification of the same.
- (xii) Company Engineer shall clearly indicate the total shut down hours in a month due to shut down with reason in the TD sheet which will be treated as final for determining penalty, if any.
- (xiii) Instruct the contractor to remove any crew member, whom in his opinion is behaving in unruly manner or committing any misconduct while on duty.
- (xiv) Instruct the contractor to produce any document pertaining to the subject tender and / or contract agreement.
- (xv) The Company Engineer may advice the contractor to train his / her crew engaged under this agreement to undergo statutory training organized by the Company for

a short duration. In this case, the contractor shall have to cooperate with the company and deploy relief crew(s) to provide uninterrupted services as required.

6.4 The Contractor shall at all time obey the instructions of the Company Engineer and ensure compliance of the above mentioned orders and instructions.

#### **7.0 SECURITY DEPOSIT:**

7.1 The security deposit shall be forfeited in case of the occurrence of the following events:

- (a) In case of any event occurring as envisaged in Clause-9.1 hereof,
- (b) In case of any event occurring as envisaged in Clause-10.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall
- (c) In case premature termination due to default or breach of contract by the Contractor.

7.2 In the event of any occurrence as envisaged in Clause 7.1 (a)& (b), the same are to be guided by the relevant standard clauses in the GCC of the contract documents.

**8.0 LIQUIDATED DAMAGE (LD):** Liquidated Damages will be applicable @0.5% of the contract value of each vehicle/equipment per week or part thereof for the particular vehicle/equipment, for delay in mobilization/placement of vehicle/ equipment for Company's services, subject to a maximum ceiling of 7.5% of the total contract value of each vehicle/equipment.

#### **9.0 TANKER/ BOWSER AVAILABILITY AND LOSS OF POL AND DAMAGE OF LIFE AND PROPERTY:**

9.1 The Contractor shall supply and maintain the services of all the tanker(s)/ bowser(s) in normal service EVERY DAY with crew as required by the Company. In the event of default, the Contractor is liable to be penalised as per Clause no. 13.0 of SCC. Such penalty will be recovered normally from the Contractor's running monthly/ outstanding bills. 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.

9.2 In case of default not leading to shut down, the Company Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary, the tanker(s)/ bowser(s) shall be released to the Contractor, whereupon it shall be treated as shut down and penalty as applicable shall be levied too.

9.3 In case of Bandhs, Road Blockade, Strike etc. called by various organizations, if the tanker(s)/ bowser(s) is/ are not available for crude oil transportation duty due to absence of crew or otherwise affecting Company's operation and if , after reviewing the impact on the general public and the Company's other operations, it is determined that the interruption in crude oil transportation could have been avoided, then such tanker(s)/bowser(s) will be treated as shut down and penalty as per clause 13 of SCC will be imposed and shall be recovered from the Contractor's bills with proper intimation. It is to be clearly understood that 02(two) days' time allotted per month for general

maintenance without deduction of pro-rata fixed charge per day will not be adjusted against such bandhs/strike period.

#### 9.4 Major break-down:

(A) In case of accident or major breakdown and consequence of non-availability of bowser(s)/ tanker(s)

- i) Pro-rata fixed charges will be deducted and the same will attract penalty for the time required to repair and place back the bowser/tanker into Company's service. However, if contractor notifies in writing to the Company with adequate proof viz, police report, MVI report etc about accident along with copy of FIR (FIRST INFORMATION REPORT) lodged by the contractor in addition to other documentary proof, Company may waive off the penalty imposed for the above, subject to conditions mentioned in (B) hereunder. The decision of the Company's representatives shall be final and not alterable in this regard.
- ii) In the above case, the contractor may provide the replacement bowser/tanker having same specification and vintage(or latest) for the period of shut-down of the accident tanker/ bowser and on acceptance of such replacement bowser/tanker, by the Company, pro-rata fixed charges will be payable to the Contractor during the period of utilisation of the replacement bowser.

(B) Notwithstanding above, waiver of penalty will not be applicable in case of:

- i) Accident caused by rough/ rash driving/ over-speed (more than the prescribed speed limit of 25km/hr) or because of negligence of the driver, whether or not it involves third party or where a FIR is lodged by a third party or case is registered by Police and services of the bowser/ tanker are not available for formalities to be observed as per the laws of the land.
- ii) The bowser/tanker is involved in litigation or in theft cases for which a case has been registered by the police. In such situations the bowser/ tanker will be treated as shut down and will attract penalty in addition to the deduction of pro-rata fixed charges.

(C) In case of major maintenance (exceeding allowable 02(two) days/ month) fixed charges will not be payable and the same will attract penalty. However, if the contractor gives a replacement bowser/ tanker of the same specification (with same vintage or latest) for the period of shut-down of the tanker/ bowser, the same will not attract penalty. During the period of utilisation of the replacement bowser(s)/ tanker(s) pro-rata fixed charges will be payable to the contractor. However, prior to placement of replacement bowser, the contractor shall intimate the company in writing. In case, the contractor places the original bowser again and the bowser is not found to be road worthy during the inspection, Company may at its discretion allow the replacement bowser to continue in the operation for a further period as decided by the Company.

(D) If the Contractor feels that the bowser is not repairable / roadworthy, he/ she may continue the service with the replaced bowser of same vintage or latest

9.5 The contractor shall compensate the company if there is a loss of crude oil/ condensate during transit. The amount of such loss will be recovered from the

contractor's outstanding bills at the prevailing market price which will not be lower than FOB (import) price of crude oil.

9.6 In case the contractor's tanker meets with an accident while on Company's duty damaging the life and/or property of 3rd party(s) irrespective of whether any loss of POL (wholly or partly or not), the contractor shall sort out the matter with the 3rd party(s) and settle all the dues/claims as may be deemed appropriate within the purview of insurance. Before re-deploying the particular tanker on Company's Duty, an Undertaking shall be submitted as per **Annexure-VI** by the contractor along with the due clearance from police/judicial custody (as applicable).

For the accident case, (which is to be substantiated by proper Police Report and MVI Report) loss of crude oil will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than FOB (import) price of crude oil.

9.7 In case of sudden withdrawal of bowser/tanker without prior permission of the Company, a penalty shall be levied at the rate Rs. 400.00 (Rupees four hundred only) per day per tanker. This shall be in addition to the penalty imposable as per clause No.13 of SCC.

## **10.0 TERMINATION:**

10.1 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 authorize in writing after receipt of default notice from the Company.

10.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.10, the Company may procure, upon such terms and in such manner as may deem appropriate similar services and in such event 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.

10.3 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.

10.4 The Company may, in a written notice sent 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 60(sixty) 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.

10.5 The Company's bowser transportation requirement may be reviewed during the contractual period and in case the company's bowser transportation requirement is

reduced, the company reserves the right to de-hire some of the bowzers on completion of 395(three hundred ninety-five) days from the date of issue of LOA in the manner as detailed in Clause-26.0 hereunder. However, the company will give two months' notice prior to de-hiring of bowzers under above circumstances.

10.6 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](http://www.oil-india.in)].

10.7 The Company may, at any time, terminate all the bowser contracts of any contractor if any of his / her bowser is found involved in crude oil pilferage case and a police case is registered against the same.

10.8 The company may, terminate all the bowser contracts of the contractor, if it comes to the notice of the company anytime either during the pendency of the tender or after award of the contract that the bidder/ contractor furnishes fraudulent documents/ false information in relation to the tender/ contract.

10.9 The Company may terminate the bowser contract after giving 15(Fifteen) days' notice, if the contractor fails to perform his statutory obligations, as obligated under Clause-14.0 hereunder.

#### **11.0 BILLING & PAYMENT:**

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

- i) Accept as final the Corrected & Verified TD sheet.
- ii) a) Submit the Corrected & Verified TD sheet along with a certificate every month furnished by the Contractor as per **Annexure-III** towards his/her compliance with the Statutory Acts effecting the operation of this service agreement.
- b) The TD sheet include factual records based on challans/authorization slips for services rendered as per instructions of the Company's Engineer, i.e., for Company duty only and should exclude for payment the following:
  - Such kilometreage and time as may be involved for refuelling is in excess of the allowable time.
  - Such days or part thereof as may be involved on for routine servicing and maintenance in excess of 02(two) days' in a calendar month.
  - Such hours/days or part thereof as may be involved in any month when the tanker(s)/bowser(s) was/were shut down due to default or otherwise.
- c) Accept such adjustments on the TD Sheet as the Company's Engineer may make on account of all or any of the following:

- A) Deductions for defaults/shut downs not shown correctly.
- B) Deductions for penalties in case of breach of contract.
- C) Adjustment of kilometreage and corrections as per agreement.
- D) Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

11.2 The TD Sheet shall be certified by the Company's Authorized person after adjustments have been made as per the challans and shall be processed for payment on receipt of a clear and unambiguous bill for payment.

**Note to Clause No. 11.1 & 11.2:**

**For the services provided by the LWC bowser contractor, billing & payment shall be made as in the case of hired LMV services.**

11.2.1 Only Journey authorised by the user department shall be taken as "Authorised" Journey and will only be considered for payment.

11.2.2 Payment shall be made for the days/kilometreage actually logged on Company's duties as per instructions of the Company's Engineer and as reflected in the Challans/Authorization Slips. If a bowser is unable to ply for a particular day/period fixed charge for that day/period will not be paid.

11.2.3 For the days or part thereof when the services envisaged under this agreement are disrupted due to default/shut down etc, penalty will be applicable.

11.2.4 In case of a default by the Contractor leading to partial or total shut down of the services envisaged under this agreement whether for a full day or part thereof, penalty as per clause no.9.0 of Special Conditions of Contract shall be levied for each such default on pro-rata basis. The penalty liveable shall be deducted from the monthly bills of the Contractor.

11.2.5 In case of any situation not provided under this agreement, the Company's Engineer or any other person authorised on his/her behalf by the Company, shall have the right to decide upon any further claim on the facts and circumstances, which shall be binding upon the contractor.

11.2.6 For processing of monthly payment for the service rendered, the Contractor Shall submit the following documents:

- a) Verified & corrected TD sheet
- b) Invoice
- c) PF & ESI attendance sheet
- d) **Annexure -III**
- e) **Annexure -IV**
- f) Wage slip (Form XIX) provided to the driver(s)/helper(s)
- g) Proof of online payment of wages to driver(s)/helper(s)

11.2.7 For processing of payment of reimbursement against the terms & conditions of the contract the Contractor shall submit the claim/claims within 02 (two) months from the date of expenditure of the amount along with the following document(s);

- a) Application for claiming reimbursement mentioning the period of expenditure and details.
- b) Proof of expenditure/ Money receipt
- c) **Annexure-V** (only for supply of Uniform to driver/helper)
- d) Invoice
- e) IME/PME Documents

**12.0 TERMS OF PAYMENT:** The company will make payment only for the journeys/trips authorized by the Company.

12.1 On receipt of the Monthly bill submitted by the Contractor as per the clause 11.2.7, Company's Engineer shall verify the same with the records maintained by the Company. If any discrepancies/deficiency found in the bill, Company's Engineer will intimate the Contractor or his/her representative for necessary corrections and to be substantiate with the challans for corrections.

Note: The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes of rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following:

(a) First Variation in the offered running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the tendered Diesel (HSD) price of Rs. 91.17 per Litre. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. Accordingly, considering that vehicles deployed by the contractor shall have mileage of 4(four) kilometres per litre of HSD for both to and fro journey.

Change in running charges for the tankers/bowsers will be reviewed once in every month. For this, daily rates of HSD at Duliajan for the previous month will be obtained from IOC and simple average will be worked out. This monthly average and the last amended HSD price of the contract will be used to calculate the variation in running charges in the month.

(b) Changes in Fixed charge will be effective if wage component is revised on account of revisions of minimum wages notified by Govt. of India.

(c) During extension period as per SCC Clause No. 15.0.

12.2 The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.

12.3 The Company shall within 30(Thirty) days of receipt of invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.

12.4 The Company will make monthly payment subject to adjustment/ deduction as necessary for the services rendered in each calendar month and will endeavour to pay before expiry of 30(Thirty) days from the date of submission of monthly bill/Invoice, on the basis of accepted rates calculation as mentioned in General Conditions Of Contract (GCC) of this service agreement. The above period shall be counted from day when all TD sheets in respect of all tanker(s)/bowser(s) to be deployed under this agreement are received by the Company.

12.5 In absence of the certificates as per **Annexure-III** and **Annexure -IV**, bill will not be processed for payment and any delay arising out of the same shall be attributable to the contractor.

12.6 TD sheet shall have to be attached by the Contractor along with the monthly invoices.

12.7 All payments will be made by the Company to the Contractor's bank account as per prevailing practice of the Company. Payment of any invoice shall not prejudice the right of the Company to question the validity of any charge therein, provided Company within one year after the payment shall make and deliver to Contractor written notice of objection to any item the validity of which Company questioning.

### **13.0 PENALTY:**

i) For non-deployment of tanker(s)/ bowser(s) penalty shall be levied as follows:

- a) For non-deployment of bowser upto 2(two) hours: Penalty shall be levied @90% of the fixed charge per day/bowser on pro-rata basis upto 2 hours.
- b) For non-deployment of bowser beyond 2 (two) hours: Penalty shall be levied @ 90% of the fixed charge per day/bowser.

Note: For both the cases, the pro-rata fixed charge for the period of non-deployment of the bowser(s)/tanker(s) will not be payable.

ii) For non-deployment of tanker(s)/ bowser(s) per day during any bandh/ strike if company provides security: Penalty will be levied @ 90% of the fixed charge per day/bowser and the pro-rata fixed charge for the period of non-deployment of the bowser(s)/ tanker(s) will not be payable.

iii) In case of default as mentioned below, penalty shall be levied as per sub-clause 13(i) above.

- a) Unsuitability of the working crew.
- b) Drunkenness and intoxication of the crew.
- c) Non-availability of tanker(s)/bowser(s) due to any reason, whatsoever, including but not limited to the following conditions:
  - i) Deteriorated mechanical condition of the tanker(s)/bowser(s) 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.
- d) Non-possession of the valid permits and licenses for the crew and tanker(s)/bowser(s).
- e) Non-supply of fuel.
- f) Delay in placement of tanker(s)/bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorised and un-timely release of tanker(s)/bowser(s) on any day without prior permission and authorization from the Company /engineer during the tenure of this Agreement.
- g) If the Contractor keeps the tanker(s)/bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.
- h) Non-availability of tanker(s)/bowser(s) due to defects detected upon periodic inspection/tests by the Company.
- i) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- j) Non-availability of tanker(s)/bowser(s) or crew when required by the Company Engineer.
- k) Failure on the part of contractor to discharge his/her obligations as set out in Clause 4.0 of SCC hereof and/or failure on part of the contractor to abide with particular instructions as set out in clause 5.0 of SCC hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause 6.0 of SCC hereof.
- l) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- m) Non deployment of Bowsers as per the instructions of Company's officials.
- iv) In case of default as mentioned below SPECIAL LIQUIDATED DAMAGES shall be levied at the rate of twice the pro-rata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof:
  - a) Non-availability of tanker(s)/bowser(s)/crew when the Company's operations are normal.
  - b) Non-availability of services due to unauthorised/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- v) In case, the Contractor fails to place the bowser/tanker for duties in time on any particular day, without prior permission from Company, then delayed placement/duty timings will not be accepted. On such occasions bowser/tanker will be treated as shut-down and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given above.
- vi) Similarly, if the tanker/bowser is found to be deployed for any other duties during the period when released for parking at the base station and/or during the period when allowed for routine, Servicing/maintenance, then also tanker/bowser(s) will be treated as shutdown and the same will attract pro-rata deduction of fixed charge and also imposition of penalty(SLD) at rates given in clause 13(iv).

**14.0 STATUTORY OBLIGATIONS OF CONTRACTOR:** The contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the tanker(s)/bowser(s) or operation of the services envisaged under this agreement including liability under the Motor Transport Workers Act, 1961, Payment of Bonus Act, Employees' Compensation Act, Payment of Wages Act or any other liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the statutory 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.

**15.0 DURATION OF CONTRACT:** The duration of the contract shall be for a period of **03 (three) years** and **45 (Forty-Five) days** which is inclusive of mobilization period from the date of issue of LOA. In case of early/delay in mobilization from the scheduled mobilization completion date, then the duration of the contract shall be considered for **03 (three) years** from the date of completion of actual mobilization of first Bowser/Tanker under the Contract.

The Company reserves the right to extend the contract beyond three years at its own discretion, if required at the same terms and conditions of the original contract. In case of such extension, Fixed Charge per month shall be reduced by 10% for the period of 04th year extension, if any excluding the wage component and such extension shall be binding on part of the contractor.

The extension period will be governed with same terms and conditions of the original contract.

**16.0 FORCE MAJEURE:** "FORCE MAJEURE" means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under this agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God. War, Revolt, Riots, Fire, Flood, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's tanker(s)/bowser(s) is/are or are to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 48 (Forty Eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her claim.

**17.0 FORCE MAJEURE CONSEQUENCES:**

17.1 Should 'force majeure' condition as stated above occurs and should the same be notified within Forty Eight (48) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

17.2 The 'Force Majeure' Rate shall be payable during the first 15 days period of Force Majeure'. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

17.3 DAILY FIXED CHARGE PER DAY PER BOWSER during Force Majeure shall be restricted to 50% of FIXED CHARGE PER DAY PER BOWSER at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE.

**18.0 LEGAL DISPUTE JURIDICITION:** Any legal dispute arising out of this contract will be settled within the territorial jurisdiction of DIBRUGAH DISTRICT COURTS or GUWAHATI HIGH COURT (PRINCIPAL BENCH) as the case may be and not at any other place.

**19.0 SPECIAL CONDITIONS:**

19.1 INDEMNITY:

19.1.1 INDEMNITY AGAINST LOSS INCIDENTS: Notwithstanding anything to the contrary contained hereinabove, it is agreed that the contractor shall to the maximum extent permitted under law, release, indemnify, defend and hold the Company and its Subcontractors and each of its and their respective directors, officers, employees, consultants, agents, harmless from and against any and all claims demands, causes of action, liabilities, damages, judgements, awards, losses, costs, penalties, fines and expenses and any costs related thereto (including but not limited to Court Costs and 'Attorneys fees and costs of litigation) for any kind of character ("Claims") asserted by or in favour of any person, party or entity, including, without limitation, Claims for damage to or loss or destruction of real or personal property belonging to any person, party or entity (including without limitation property belonging to Company, or any third party), and Claims for personal or bodily injury, sickness, disease or death of any person (including without limitation, personnel of Company, or any third party) in respect of or resulting from:

- a) Any accident or damage to the tanker(s)/bowser(s) detailed for carrying crude oil within and/or outside the Company's premises.
- b) Any explosion or fire while in transportation directly or indirectly caused by or contributed by or arising from the crude oil.
- c) Pollution or contamination of any kind.
- d) Unauthorized use of the condensate.

regardless of the cause, including without limitation any form of negligence, strict liability, breach of warranty (express or implied), breach of duty (statutory or otherwise) breach of contract, or any other legal fault or responsibility of the Company, Purchaser or any other person, party or entity.

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

## 19.2 INSURANCE:

19.2.1 Comprehensive insurance of the Bowser: The contractor shall arrange comprehensive insurance of the bowser to cover all risks in respect of third party including but not limited to their personnel, materials and tanker(s)/bowser(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.

The Contractor shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 and rules thereunder in respect of all Helpers, Drivers who are not eligible for coverage under the Employees' 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.

19.2.3 General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property under Public Liability Insurance Act 1991.

19.2.4 If any of the above policies expire or are cancelled during the term of this Agreement, the Contractor shall immediately renew/repurchase such policies. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever loss/damage claims resulting there from shall be to the sole account of the Purchaser.

19.2.5 Employee's State Insurance Benefit: Contractor shall extend benefits to his/her crew under ESI Act. However, the decision on the implementation or otherwise will depend on the outcome of the proceedings which is sub-judice with the concerned ESI authority. OIL will not be responsible if the Contractor fails to extend the ESI benefit to his crew.

19.2.5 The Contractor shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 and rules thereunder in respect of all Helpers, Drivers who are not eligible for coverage under the Employees' 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 actual.

**Note:** The contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the tanker(s)/bowser(s) or operation of the services envisaged under this agreement. The Statutory requirements and other obligations to be performed 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. Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever. 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.

## 19.3 TAXES & LEVIES:

19.3.1 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.

19.3.2 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.

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

19.5 SUB-CONTRACT: The contractor shall not sub-contract all or any part of the work envisaged under this agreement.

19.6 STATUTORY OBLIGATIONS: 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.

19.7 COMMENCEMENT, DURATION AND MOBILISATION:

19.7.1 Contractor shall place the bowsers/ tankers within 45 days from the date of issue of LOA.

19.7.2 The Company reserves the right to extend the contract beyond three years at its own discretion, if required at the same terms and conditions of the original contract. In case of such extension, Fixed Charge per month shall be reduced by 10% for the period of 04th year extension, if any excluding the wage component and such extension shall be binding on part of the contractor.

19.8.1 Depending on the Company's requirement and work exigency, the contractor may be required to deploy some of the bowsers of Assam Field in Arunachal Pradesh and vice versa in which case the contractor shall be given the prevailing rates of Assam Fields / Arunachal Fields for these bowsers. In such cases, if applicable, the Permit tax and Road tax for Arunachal Pradesh shall be reimbursed on submission of valid documentary evidence by the Contractor.

19.8.2 The contractor shall have to provide the company the required nos. of bowsers/ tankers every day during the contractual period.

19.8.3 All the bowsers/ tankers for the service must be covered with the valid license from the appropriate Govt. authority.

19.8.4 Before commencement of the service the contractor must submit to Company full particulars of drivers, other work persons including valid licenses for the drivers. The company will facilitate arranging necessary permits/ passes for the drivers and other personnel to enable to enter into the Company's protected area.

19.8.5 All the bowsers/ tankers to be provided for the service must be the same tanker(s)/ bowser(s) offered at the time of bidding for the contract and shall be roadworthy.

19.8.6 Before the commencement of the service, the contractor shall produce the oil tankers to the company for thorough check up. Defects in the bowsers/ tankers, if any, pointed out by the company's representative shall forthwith be rectified by the contractor at his/ her own cost, before commencement of the service.

19.8.7 Inspection of the bowsers/ tankers will also be made during the tenure of the contract as per programs furnished by the Company's representative. Rectification of defects, if any, revealed from such inspection must be carried out at the contractor's cost and without affecting the operations.

19.8.8 The contractor is deemed to be fully conversant with the current rules and regulations from the Govt. authority regarding handling and transportation of petroleum products and shall declare in writing to this effect.

19.8.9 All bowsers/ tankers for the service must be provided with suitable earthing arrangements, Spark arrestor, fire extinguishers in working conditions while carrying out the contractual obligations. In built First Aid Box along with First Aid Kits in the driver's cabin must be provided. All the flange connections of the tank must be properly secured by welding metal strips on all the nuts on both sides.

19.8.10 Statutory warning as per OIL drawing No.1455 must be printed prominently over the tank body before commencement of the contract. The tank body of the bowser shall be painted throughout with 3(three) equal strips of colour i.e., Crimson Red, White and Olive Green on both sides.

19.8.11 All the bowsers/tankers must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS CERTIFICATES, COMPREHENSIVE INSURANCE, TANK CALIBRATIONS CERTIFICATES, EXPLOSIVE LICENCE issued by the Govt. Authority, Vehicle Tracking System installation documents; copies of which is to be submitted to OIL at the time of placement of bowsers/ tankers. Dipsticks are to be stamped & dated in accordance with the calibration certificates. Owner, Contractor's name and address with telephone number(s) shall be inscribed on the right side of the bowser/tanker. All the above documents shall be kept along with the bowser during execution of the contract and contractor shall renew the documents as and when required. Without valid documents the bowsers will not be allocate any duty and will be marked as Shutdown till the document/documents are renewed.

19.8.12 The inscription "ON OIL INDIA DUTY" must be displayed with signal red paint prominently at the centre portion of the tank body on either side of each & every bowsers/ tankers deployed. The size of each letter should be 30 cm x 30 cm (approx).

19.8.13 The contractors shall not engage bowsers/ tankers engaged for transportation of crude oil/ condensate of the Company for other works.

19.8.14 During the entire tenure of the Contract including the period of extension, if any, the Contractor have to deploy the same bowsers/ tankers offered in the bid, except otherwise provided under Clause-9.4 herein above on written request from the contractor, provided the replacement tankers/bowsers are of the same specifications of that of the original bowsers/tankers and of the same or latest vintage than the original bowser.

19.8.15 The Contractor shall not hire bowsers/ tankers for deployment under this contract from the party(s) blacklisted/ debarred or the bowsers which are dehiored on crude oil pilferage ground by the Company/ Govt. Dept. / PSU.

19.8.16 ADDITIONAL TANKER(S)/ BOWSER(S): Company, depending upon the exigencies of work, may time to time require the services of additional tanker(s)/

bowser(s). As and when required by the Company, Contractor will be given offer to place such additional bowser/tanker at the same rate, terms and conditions of this contract. On receipt of the offer, contractor shall intimate his acceptance within 07 days period. The additional bowser/tanker shall be required to be mobilized by the contractor within the shortest period, but not later than 30(Thirty) days' time from the date of issue of awarding letter for placement of additional bowser. If the number of such additional bowsers offered exceeds the requirement of company then the same will be selected through draw of lots. Such additional bowser(s) will be placed only after thorough check up/inspection as per Clause No. 19.8.6. The period of contract for these additional bowser/tanker shall commensurate with the period of the contract.

19.8.17 The contractor shall ensure that the tanker (bowser) is properly calibrated/ stamped under the Weights and Measures Act and that THIS SHALL BE CALIBRATED FOR SINGLE CAPACITY ONLY.

19.8.18 VTS & SLD: All bowsers/tankers should be placed with "Vehicle Tracking System" & Speed Limit Device. The above Vehicle Tracking System may be used by the company to track the bowser movement data as recorded in the system. The cost for the same shall be borne by the Contractor. If the Company decides to install additional VTS (cost of which shall be borne by the Company) in the bowsers/tankers, the Contractor shall have no objection for the same.

## **20.0 PROCEDURES OF COLLECTIONS, TRANSPORTATION AND DELIVERY OF CRUDE OIL/CONDENSATE:**

20.1 The contractor or his/her representative or the Bowser Driver is to collect the Authorization slip from the Unloading Station, without which they will not be allowed to load crude oil in the bowser from the loading points/locations/installations.

20.1.1 After receiving the authorization slip, the bowser will move to the designated loading point/location/installation as per the authorization slip.

20.1.2 On reaching the designated loading point/location/installation, the Bowser Driver will report to the Security/CISF/AISF present at the entry gate and get endorsed the time and date of arrival on the authorization slip. After endorsement, the driver will submit the authorization slip to the Operator of the point/location/installation.

20.1.3 The bowser will be loaded as per the procedure of the loading point/location/installation and as per capacity of the bowser.

20.2 The contractor or his/her representative or the Bowser Driver will check and verify the quantity and quantum of crude oil/ condensate loaded to their tanker/ bowser at loading point/location/installation.

20.2.1 After checking and verifying for the quantity and quantum of crude oil/ condensate loaded, both inlet point (Top Covers) and outlet point (Delivery Manifold) of the bowser shall be sealed with sealing wire and plastic seals with number endorsed on the seals.

20.2.2 Company's personnel of the loading point/location/installation shall provide the challan to the driver along with one copy of the authorization slip enclosed with the challan. The Company's personnel shall write on the challan the total number of plastic

seals used; plastic seal numbers shall be mentioned in the challan. The Company's personnel shall fill all the columns of the challan.

20.2.3 The driver shall check all the details mentioned by the Company's personnel on the challan provided after completion of loading and sealing at the loading point/location/installation and sign the challan. The driver before leaving the loading point/location/installation will get the exit time endorsed on the challan.

20.2.4 The loaded bowser after reaching the Unloading station will report with the challan to the Security/CISF/AISF present at the entry gate and get endorsed the reported time and date on the challan and submit the same to the Shift Incharge of the Unloading Station.

20.3 The contractor will ensure proper safety of loaded bowser/ tanker from the hazards of fire. No crude oil should leak from the body of the bowser/ tanker or drained off in any manner after sealing off the outlet points.

20.4 On taking delivery from the OIL's representative, contractor must ensure that the plastic seals at the outlet of each chamber and the top cover on top of each chambers are intact till the crude oil is delivered at the unloading station.

20.5 The contractor must ensure that no loss of crude oil/ condensate occurs during transportation.

20.6 Loaded tanker/Bowser must reach the unloading station within the stipulated time as given in the Clause-21.1 hereunder. Inordinate delay in travel time must be intimated in writing to the Company's Engineer or authorised representative of the unloading station where the bowser is asked to unload, within a reasonable time not exceeding 24 hrs.

20.7 The plastic seals fixed at the outlet of each chambers and top cover of each chambers of the bowser/ tanker must not be tampered. Company's representative/CISF/AISF/Security personnel at the unloading station will check and verify the seals mentioned on the challan before unloading the crude oil/condensate. Also, the dip measurement of each chambers shall be done by Company's representative/CISF/AISF/Security personnel of the unloading station. In case of any doubt about the plastic seals or in case of late arrival of loaded tankers/ bowsers or discrepancy in dip measurement at the respective unloading stations, the Company will have the right to carry out thorough investigation including testing of crude oil samples from such tankers/ bowsers and take necessary action as deemed fit.

20.8 There shall be no extra unloading arrangement in the bowser/ tankers other than the outlet at the manifold of the chambers.

20.9 The driver and other personnel engaged for the service should not be under influence of alcohol or any intoxication while carrying out the contractual obligations.

20.10 On completion of unloading of the bowser, the contractor or his/her or the Driver is to obtain signature of the Company's representative on the challan in token of delivering the right quality & quantity of the crude oil/ condensate at the unloading

stations. One copy of the challan and the authorization slip are to be submitted at the unloading station.

20.11 In case of any discrepancy/ dispute in dip measurement and any quality of the crude oil on arrival at the unloading station, the decision of the Company shall be final and binding on the contractor.

20.12 Company's representative at the unloading station may refuse to accept loaded tanker/ bowser if there is reasonable proof of attempted tampering of the plastic seals or pilferage of any nature. In such case, Company will hand over the case to the Govt. authority at the earliest possible time.

20.13 The loaded tanker/ bowser are to ply on the specific routes as directed by the Company. Prior written permission is to be obtained from the operating department in case bowsers are to be diverted through an unspecified route.

20.14 In case of road blockade etc. the Contractor or his/her representative or the driver shall be informed by the Company's representatives for diversion of the empty/loaded bowser through the alternate route.

20.15 Services of the tanker/ bowser are not to be utilised for carrying other than petroleum products during the tenure of the contract.

20.16 The contractor must ensure that the quantity and quality of the transported crude oil/ condensate shall remain intact till the crude oil is delivered at the unloading point. Any shortfall &/ or deterioration of the quality of crude oil/ condensate shall be contractor's responsibility and shall be dealt as per clause no. 9.5 of Special Conditions of Contract (SCC).

20.17 The contractor shall carry out its services seven days a week throughout the contractual period and extension period, if any. The tanker(s)/ bowser(s) is/ are to be deployed for 24 (twenty-four) hours a day whereas the crew(s) is/ are to be deployed for 8 (eight) hours a day on hourly shift basis. In case the crew(s) is/are required to be deployed beyond 8 (eight) hours in a day, the crew(s) shall be paid overtime wages for the extra hours of work.

## **21.0 SPECIAL CLAUSES:**

21.1 TRAVEL TIME REQUIRED: Average DISTANCE TRAVEL TIME should be @ 25 Km/Hour. Above travel time will be reviewed time-to-time depending on the road conditions & other factors and with inputs to be obtained from BoLD from time to time.

21.2 In case of delay in arrival to the unloading point by more than the specified time limit as given in clause 21.1 above, the bowser/ tanker driver shall bring a certificate from the Contractor giving detailed reason of such delay.

21.3 In case of shut-down/ breakdown of bowser/ tanker Contractor must ensure to bring the entire quantity of crude oil/condensate from such bowser/ tanker to the destination.

21.4 Except for reasons like breakdown of pumps, electrical failure, non-availability of desired steam etc. at the loading point/unloading point the Contractor will be solely responsible to meet all the situation for smooth uninterrupted lifting of crude oil to facilitate ullage of crude oil for the purpose of uninterrupted production of crude oil.

21.5 During any unforeseen bandh, strikes etc., the Contractor will take all necessary steps as advised by the concerned Department of OIL to facilitate uninterrupted operations.

## **22.0 ACTS OF MALPRACTICES:**

22.1 The following acts will be construed as a malpractice:

- a) Tampering with fittings/ fixtures for security sealing of bowser, calibration of bowser, Registration numbers of bowser, security locks and security locking systems.
- b) Forging of any document(s) during tenure of the contract.
- c) Pilferage/ short receipt of product.
- d) Not lodging FIR with the Police in case of accident, not informing OIL about the accident.
- e) Unauthorised deviation from specified route/unauthorized delay/ unauthorized enroute stoppage.

22.2 Penal action for Acts of Malpractices mentioned against item nos. 22.1(a), 22.1(b), 22.1(c) & 22.1(d):

- i) The contractor shall take all necessary preventive precaution against the malpractices referred herein above and shall be solely responsible for such malpractices.
- ii) Bowser(s) caught/reported for having indulged in malpractices, shall be immediately suspended by the company.
- iii) On investigation, if the alleged malpractice(s) is established, the contract shall be dealt as per OIL's Banning Policy.

22.3 Penal action for Acts of Malpractices mentioned against item nos. 22.1(e)

- i) 1st instance: The Bowser, along with its crews, will be suspended for one week
- ii) 2nd instance: The Bowser, along with its crews, will be suspended for one month
- iii) 3rd instance: The Bowser, along with its crews, will be blacklisted.

## **23.0 PENAL ACTION FOR PRODUCT SPILLAGE:**

23.1 The following penal action will be taken for polluting environment by product spillage due to leaky/faulty vehicle:

- (a) 1st instance: The Bowser, along with its crews, will be suspended for one week.
- (b) 2nd instance: The Bowser, along with its crews, will be suspended for one month.
- (c) 3rd instance: The Bowser, along with its crews, will be blacklisted.

Note: Penalty may be imposed as per Clause No. .13.0 SCC.

**24.0** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such owner/bidder) shall be dealt as per OIL's Banning Policy.

**25.0 DEHIRING OF BOWSER:** The company will review the requirement of bowser time to time during the currency of the contract. At any point of time, if company feels that the number of available bowser is more than the company's requirement, company reserves the right to de-hire some bowser after completing 395 (Three ninety five) days from the date of issue of LOA.

Based on the numbers of the bowser to be de-hired, the company will notify the contractor(s) to nominate his bowser for de-hiring. Numbers of bowser to be nominated against each contract will be notified by the company and the contractor will have to nominate his bowser(s) accordingly and intimate the same to the company in writing within 7 days from the date of issue of notice.. Company shall follow the procedure for de-hiring as stated in the Case 1, Case 2 or Case 3 hereunder depending upon the situation stated therein.

Case1: If the number of bowser to be de-hired = No. of contracts, then one bowser from each contract will be de-hired.

Case2: If the number of bowser to be de-hired is less than No. of contracts, then the bowser to be de-hired will be decided by draw of lot amongst the bowser notified by the contractor. Based on the draw of lot, a priority list shall be prepared and accordingly, bowser shall be de-hired as per the priority list. The list shall remain valid for the subsequent de-hiring till the list is exhausted.

Case 3: If the number of bowser to be de-hired is more than no of contracts, then one bowser from each contract will be de-hired and the remaining number of bowser to be de-hired will be decided by draw of lot as per the procedure mentioned in case 2.

## **26.0 GOODS AND SERVICES TAX:**

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.

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

- 2.0 "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.

- 3.0 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e., IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 4.0 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 5.0 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 actual 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.
- 6.0 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual 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.

The bids will be evaluated based on total price including GST.
- 7.0 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.
- 8.0 Contractor/Contractor 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 / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 9.0 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/Contractor, OIL shall withhold the payment of GST.
- 10.0 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/Contractor but will be directly deposited to the government by OIL.
- 11.0 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.

- 12.0 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor 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.
- 13.0 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 14.0 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 15.0 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.
- 16.0 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.
- 17.0 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties 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 taxes & duties.
- 18.0 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.
- 19.0 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 20.0 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 evidence 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.

- 21.0 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.
- 22.0 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.
- 23.0 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.
- 24.0 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 leviable 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.
- 25.0 Documentation requirement for GST: The Contractor 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;  
Note: OIL GSTIN numbers are as follows:  
Assam :18AAACO2352C1ZW  
Arunachal Pradesh :12AAACO2352C1Z8
- 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:

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) 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.

26.0 **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.

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

**\*\*\*\*\* End of SCC/SOW \*\*\*\*\***

**PART-3**  
**SECTION-IV: SAFETY MEASURES**

**Description of service: Hiring of Services of 12 KL capacity bowsers (tankers) for transportation of crude oil/ condensate from various OIL's Field Locations in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.**

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

c) Due notice would be given for any change of personnel under item (b) above.

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

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

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

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

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the

person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. 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-sub-contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule as per the list provided in SOQ Clause 9.0. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed. However, whenever there is no standard SOP, company's SOP shall have to be followed by the contractors.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a 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. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The DGMS returns shall be duly signed by the mine management representative clearly indicating the name of the mine(s) where the contractors/his or her employees are engaged.

9. 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. The DGMS returns shall be duly signed and forwarded through the concerned mines manager where the contractors/his or her employees are engaged.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer /Engineer/Official/Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
14. It will be entirely the responsibility of the Contractor to keep a register of the persons employed by him/her. The Contractor/his or her Supervisor/representative shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
16. The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements,

and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined. However, the contract agreement may be treated as such bridging document in absence of a bridging document.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date \_\_\_\_\_

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 **Hiring of Services of crude oil / Condensate / Technical Fluid/ LWC transportations by road by bowzers / tanker using 12 KL capacity bowzers (tankers) from various OIL's Field Locations in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.** 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:

- (i) 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.
- (ii) 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.
- (iii) 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 substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers 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.

- (i) 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.
- (ii) 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.
- (iii) The Bidder(s) / Contractor(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) 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.
- (iv) 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.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

**(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 the 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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is

entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
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.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

**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. 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 / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... <b>For the Principal</b>  Date :  Place :	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
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**BID FORM**

To,  
M/s Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub: Hiring of Services of crude oil / Condensate / Technical Fluid/ LWC transportations by road by bowsers / tanker using 12 KL capacity bowsers (tankers) from various OIL's Field Locations in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.**

Gentlemen,

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

We undertake, if our Bid is accepted, to 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 **90 days** from the date of bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**Authorised 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:

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

**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 constructed that the bidder has not taken any exception/deviation to the IFB requirements.

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**TO  
CGM-CONTRACTS(HoD)  
OIL INDIA LIMITED  
P.O. DULIAJAN-786602  
Assam, India**

Sir,

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB for **“Hiring of Services of crude oil / Condensate / Technical Fluid/ LWC transportations by road by bowsers / tanker using 12 KL capacity bowsers (tankers) from various OIL’s Field Locations in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.”**

Yours Faithfully,

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

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**PROFORMA FOR LETTER OF AUTHORITY**

**TO  
CGM-CONTRACTS (HoD)  
Contracts Department  
P.O. DULIAJAN PIN-786602  
Dist. Dibrugarh, Assam  
India**

Dear Sir,

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid, negotiate and  
conclude the agreement on our behalf with you against IFB for “**Hiring of Services of  
crude oil / Condensate / Technical Fluid/ LWC transportations by road by bowsers  
/ tanker using 12 KL capacity bowsers (tankers) from various OIL’s Field Locations  
in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.**”

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.

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

To

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

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

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

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid 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:

Contd.....P/2

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:

- 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 shall ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Unique identifier code (Field 7037)- OIL503988890, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under.

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.

**FORM OF PERFORMANCE BANK GUARANTEE**

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

**To**

**M/s OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN-786602**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact 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 (May incorporate the Bank Name) 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 arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

e) Our liability under this Bank Guarantee shall is restricted up to Rs. \_\_\_\_\_

- f) This guarantee shall be valid till .....
- g) 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).
- h) 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:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Name of the Bank \_\_\_\_\_  
 Address \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
  - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
  - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

- 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.

**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**

**To,  
The CGM-Contracts (HoD)  
Contracts Department,  
OIL, Duliajan**

**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 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)

**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 03 (Three) completed accounting years upto.....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR	<b>NET WORTH</b> In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

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

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref : Note 'b' under Clause 4.2 Financial Criteria of BEC/BRC**

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.

**[FORMAT FOR SELF DECLARATION (REF. BEC-BRC CLAUSE: 3.3)]**

**[For bidder(s) with experience of providing attached bowser(s)/ tanker(s) in Oil India Limited (OIL)]**

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

**Tender No. ....**

**Sub: Self declaration as per BEC/BRC Clause No. 3.3 of the tender.**

Sir(s),

With reference to Tender No. \_\_\_\_\_, I/We hereby submit our offer against the experience criteria as per **BEC-BRC 3.3** and the details are given as under:

<b>Name of Bidder:</b>
<b>Original/Emergent Contract No.:</b>
<b>Description of Service:</b>
<b>Name of OIL contractor under which the attached bowser /tanker was operated in OIL INDIA LIMITED (OIL):</b>
<b>Attached bowser(s)/ tanker(s) Registration No(s). &amp; Capacity in KLs:</b>

<b>OIL Contract Number under which the above bowser / tanker was operated</b>	<b>Operating department of OIL</b>	<b>Type [Original contract /Extension(s) of the original contract / emergent contract(s) of the original contract,</b>	<b>Attached bowser/ tanker Registration Number</b>	<b>Period of attached bowser/ tanker services under the contract</b>	
				<b>From</b>	<b>To</b>

		<b>mention as applicable]</b>			

The above statements are true to the best of my / our knowledge, belief and information and nothing material has been concealed. In case the above statement of mine /us is found to be false / incorrect at any point of time, the offer(s) shall be treated as non-responsive, the contract (if awarded) shall be terminated, and Company shall be at liberty to initiate necessary action as deemed fit against me /us.

Note: Bidder(s) may also provide any other data / information in separate letter duly signed by the bidder or their authorised representative if they desire.

**Signature of the bidder or their authorized representative**

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

**Signature of the Contractor under which the Bowser(s) was attached.**

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

**Format for undertaking as per BEC-BRC Clause Nos. 3.8.1 & 3.11**

To,

CGM-CONTRACTS (HoD)

OIL INDIA LIMITED, DULIAJAN (ASSAM)

**Sub: Declaration against BEC-BRC Clause Nos. 3.8.1 & 3.12**

**Ref. Tender No.** \_\_\_\_\_

Dear Sir,

With reference to above referred tender, we hereby submit our offer with the following readily available oil bowser/oil tankers as per the vehicle details as mentioned below:

<b>Sl. No.</b>	<b>Description</b>	<b>Bowser – 01</b>	<b>Bowser – 02</b>
01.	Name of Registered Owner as per CMVR and MV Act of India		
02.	Registration Number of offered Oil Bowser / Oil Tanker		
04.	Make & Model of the vehicle Chassis of the offered Oil Bowser / Oil Tanker		
05.	Month and Year of Manufacture of the vehicle Chassis of the offered Oil Bowser / Oil Tanker		
06.	Engine Number		
07.	Chassis Number		
08.	Gross Vehicle Weight (Kg)		
09.	Capacity of Oil Bowser / Oil Tanker (KL)		
10.	a. Whether offered Oil Bowser / Oil Tanker is running in the Contract of OIL or any other organisation as on the bid closing date (Yes/No)		
	b. If yes, please specify Contract No. & expiry date of contract.		
11.	a. Whether offered Oil Bowser / Oil Tanker was in OIL's contract which already expired (Yes/ No/Not applicable (NA))		
	b. If yes, please specify Contract No. & expiry date of contract.		
12.	If the offered Oil bowser/ Oil tanker is running under contract in any other organisation, <b>other than OIL</b> , then, whether <b>No Objection</b>		

	<b>Certificate (NOC)</b> is submitted. (Submitted / Not submitted)		
13.	Copy of Registration certificate(s)/ Vehicle particulars of the offered Oil Bowser / Oil Tanker issued by DTO/RTO/RTA. (Submitted / Not submitted)		

1. I/We confirm and declare that, if the contract(s) under the above referred tender is awarded to me/us, I/We will supply **02** Nos. of oil Bowsers/oil Tankers strictly as per the desired specifications as detailed in the tender document.
2. I/We confirm and declare that, if the contract under the above referred tender is awarded to me/us, I/We shall provide the services as per tendered specifications mentioned in the Special Conditions of Contract (SCC) and all other terms and conditions of the tender.
3. I/We shall also submit supporting documents to this effect at the time of placement of the oil Bowser(s)/oil Tanker(s) for OIL's services, failing which Oil India Limited has the liberty not to allow to place the oil Bowser(s) for OIL's services and the contract if awarded to me/us shall also be liable for termination with forfeiture of Security Deposit (Performance Security) & with any other action at sole discretion of Oil India Limited.
3. I/We confirm and declare that, if the contract under the above referred tender is awarded to me/us, I/We will place the oil Bowser(s)/oil Tanker(s) for OIL's services within 45 days from the date of issue of LOA of OIL or as per the date mentioned by OIL in the LOA.
4. I/We also confirm that the above readily Oil Bowsers/Oil Tankers are not offered and /or included in any other offer(s) under the subject Tender.
5. I/We hereby confirm and declare that the above information is true to the best of my knowledge.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

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

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

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

(Note: In case of e-tender, uploading in OIL's e-portal with digital signature will be constructed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**PROFORMA-XIII**

**[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:

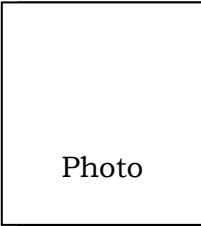
GST Registration Number:

---

Signature of Bidder with Official Seal

**FORMAT FOR BIDDER DETAILS**

**(To be filled up by the Bidder as applicable)**



1. Name of the Bidder:

2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.):

3. Name of owner/partner/director of the Firm:

4. Registered Postal Address with PIN Code:

5. Telephone Number:

6. Mobile Number:

7. E-mail ID:

8. Fax Number:

9. PAN:

10. GST Registration No. (if available):

11. PF Code (if available):

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

13. Bank details of bidder:  
Name of Bank, Branch Code & Address:  
Account Type (Savings/Cash credit/Current etc.):  
Account Number:  
IFSC / RTGS Code of the Branch:  
NEFT Code of the Bank:

14. Bid Security / EMD: Deposited vide Bank–Draft/Banker's–Cheque / Bank Guarantee: No. \_\_\_\_\_ date \_\_\_\_\_ of \_\_\_\_\_  
  
/Online Payment Gateway.

The Bidder(s)/Contractor(s) shall submit the PAN, GST Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) fr

**BID SECURITY DECLARATION**

(To be submitted on Bidder's letter head)

To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a **'Bid-Security Declaration'**.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**Name and Signature of  
Authorized Signatory and Company Seal**

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_

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.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
2.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender.	
3.	Whether duly filled up and signed & sealed copy of following Proforma/ Annexures have been uploaded. Proforma –I Proforma- II(if applicable) Proforma –III(if applicable) Proforma –IV(if applicable) Proforma –VI Proforma –VIII Proforma –IX Proforma –X(if applicable) Proforma –XI Proforma –XII Proforma –XIV Proforma –XV Proforma –XVI Proforma –XVII Proforma –XVIII Proforma –XIX Annexure-I	
4.	Whether Integrity Pact Submitted	
5.	Check that you have submitted all documents as mentioned in	

	the Tender/Proforma/Annexures	
6.	Check that all information and documents provided by you are in English Language only	

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE**

To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender/Contract No. ....

**BG issuing bank details:-**

Bank Branch IFS Code	
<b>Contact Details</b> E-mail Addresses	Mobile Telephone Fax
<b>Correspondence Address</b> H No/Street/City	State Country Pin Code

Declaration:

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

Authorized Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Vendor Code: \_\_\_\_\_  
Email ID: \_\_\_\_\_  
Mobile No: \_\_\_\_\_

Encl: Original bank guarantee

**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

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

**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)

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

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

**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 debarring us/them from carrying on business dealings with OIL.

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

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

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

**Declaration by the vendor/party for confirmation of Term Deposit/Fixed Deposit submitted as Performance Security from the issuing bank**

To,  
M/s Oil India Limited,  
P.O. Duliajan, Assam, India

With reference to the Tender No.----- “Hiring of Services of crude oil / Condensate / Technical Fluid/ LWC transportations by road by bowsers / tanker using 12 KL capacity bowsers (tankers) from various OIL’s Field Locations in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.” I do hereby confirm

Full address of the issuing bank	:	
Branch Code	:	
Authorised signatory with full name and designation	:	
Phone (Mobile) Numbers of the branch	:	
Email address of the branch	:	
Such Fixed/Term Deposit must be pledged in favour of OIL, and it must in the printed form on the physical original FDR in words “Pledged in favour of Oil India Limited”	:	

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

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

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

**Seal of the Bank:**

**Confirmation mail regarding Term Deposit/Fixed Deposit submitted as  
Performance Security from the issuing bank**

To,  
M/s Oil India Limited,  
P.O. Duliajan, Assam, India

With reference to Tender No. ----- “Hiring of Services of crude oil / Condensate / Technical Fluid/ LWC transportations by road by bowsers / tanker using 12 KL capacity bowsers (tankers) from various OIL’s Field Locations in Assam and Arunachal Pradesh fields for a period of 03 (Three) years.”

I do hereby confirm that shall arrange the Confirmation mail regarding issue of fixed deposit with the following details directly from **bank’s official email id** to Oil India’s following e-mail id **FD\_PS@OILINDIA.IN**.

FD NO.	Issue Date	Maturity Date	FD Amount	Beneficiary/ Contractor Name	Whether above FD is pledged in favour of ‘Oil India Limited’ (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal /Auto closure)	Remarks (if any) of the issuing Bank

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

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

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

**Seal of the Bank:**

**(FORMAT FOR DECLARATION REGARDING MOBILIZATION  
(TO BE SUBMITTED BY THE BIDDER ALONGWITH THE BID)**

To,  
CGM-CONTRACTS (HoD)  
OIL INDIA LIMITED, DULIAJAN (ASSAM)

Tender No: ..... for hiring of Oil Bowsers/Oil Tankers services.

**Sub: Declaration regarding mobilization of tankers/bowsers.**

Dear Sir,

With reference to above mentioned tender, I/we hereby confirm that if the contract under the above tender is awarded to me/us, I/we will mobilize the tankers/bowsers as per the desired specifications as detailed in the NIT and tender document within 45 (Forty-Five) days from the date of issue of Letter of Award (LOA) or as mentioned in LOA.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

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

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

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

**FORMAT FOR UNDERTAKING BY CONTRACTORS TOWARDS PAYMENT TO  
DRIVER & HELPERS**

Name of Contractor \_\_\_\_\_

Agreement No. \_\_\_\_\_

Contract No. \_\_\_\_\_

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

This is to certify that all statutory regulations effecting the operations of the above-mentioned Agreement have been complied with for the services rendered to Oil India Limited during the month of \_\_\_\_\_

It is also certified and all the crews employed by the undersigned in the operation of hired tanker(s)/ bowser(s) contract under contract no. \_\_\_\_\_ have been paid wages and the terms and conditions of their employment have been regulated strictly in accordance with the provisions of the relevant statutes/gazette notification governing the same.

Signature of Contractor \_\_\_\_\_

Name of the Contractor \_\_\_\_\_

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

**DECLARATION OF PAYMENT OF WAGES TO DRIVER & HELPERS / ATTENDANTS**

Month & Year : \_\_\_\_\_

Contract No : \_\_\_\_\_

Vehicle registration number: \_\_\_\_\_

Name of contractor : \_\_\_\_\_

Hiring services of : \_\_\_\_\_

It is hereby certified that the applicable wages in full to the crew (driver(s)/helper(s)) listed below has been paid as per the rates of wages engaged against the above mentioned contract with **OIL INDIA LIMITED.**

Name of Driver/Helper/Attendant	Payment for the period		Details of cheque (copy enclosed)	Amount (Rs.)	Signature of Driver/Helper/Attendant
	From	To			

**Note:** Additional format to be attached in case more number of driver/helper/attendant. To be enclosed with monthly statement/bill/COP

**DATE:NAME AND SIGNATURE OF THE CONTRACTOR**

**ANNEXURE-V**

**Format for proof of confirmation of supply of uniform to the driver & Helper.**

**For the Period:**

Sl.No.	Contract No	Registration no. of Bowser	Name of Driver/Helper	Signature of Driver/Helper
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**Enclosed: Proof of purchasing (Invoice/Bills)**

Signature of Contractor or his/her representative:  
Name of Contractor:

(On Non-Judicial Stamp Paper of Rs 100/-)  
To be Notarized

**FORMAT OF UNDERTAKING**

**To**

**Chief General Manager (PSS)  
Oil India Limited  
Duliajan**

**UNDERTAKING/DECLARATION BY THE CONTRACTOR IN RESPECT  
OF CLAUSE No. 9.6 of SCC OF THE TENDER AGAINST CONTRACT  
NO.....**

With reference to above, I on behalf of M/s.....hereby declare and undertake as below:

1. That, I, being the Sole Proprietor/Managing Partner of M/s.....is duly authorized to execute the instant Undertaking.
2. That, Tanker bearing Regd No.....was placed under Contract No. ....for hiring of services of Crude Oil Transportation with Oil India Ltd.
3. That, aforesaid Tanker has met with an accident at ....(Place)on.....(Date),while on Company's duty and is presently not in service since .....
4. That, on completion of all required legal formalities, the tanker has been released and is now ready for re-deployment in the services under the Contract.
5. That, the vehicle is covered under comprehensive insurance having Insurance Policy No.....of.....
6. That, the claim has been lodged before the Insurance Company for settlement of claim of the third party for death/injury and accordingly, all compensation, which will be due as per the Insurance Policy and/or as settled through Motor Accident Claim Tribunal(MACT), shall be paid to the claimant.
7. That, I further agree and undertake that in case of any violation/misrepresentation or suppression of facts in connection with the above declarations, OIL shall be at liberty to take appropriate action against the Firm as per OIL's Policy.

**IN WITNESS WHEREOF**, the said Declarant binds himself by these presents has/have hereunto set his/their respective hands and seals at \_\_\_\_\_ this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 20\_\_ in the presence of the following witnesses:

(Signature with Name)  
(Authorised Signatory)  
(Contractor .....)

**WITNESSES**

1.....  
Signature with Name and Address.

2.....  
Signature with Name and Address.

The contractor has to comply with the following responsibilities and obligation towards payment of wages to the contract labours under the provision of the various applicable Labour laws:

**A. Payment and disbursement of Wages by the Contractor:**

- i. Contractor shall pay applicable minimum wages declared by Central Government or wages as per applicable tripartite Memorandum of Settlement (MoS), as the case may be to the contract labours engaged by him latest by 10th day of the subsequent month.
- ii. The Contractor shall disburse the wages through online bank transfer. Proof of Payment to the crews engaged by the contractor under this contract has to be submitted along with monthly invoices for processing the same.
- iii. Contractor shall issue Wage Slip in Form XIX (Format enclosed) to the contract labours every month indicating wages paid and applicable deductions done such PF, ESI, Advances etc. A copy of the wage slip has to be produced along with invoices for the billing month for processing of the invoices.

**B. Forms and Registers to be maintained by the Contractor:**

- i. Contractor shall maintain Wage Register in Form B indicating the wage disbursed by the contractor. Format enclosed. The wage register has to be produced along with invoices for the billing month for processing of the invoices.
- ii. Contractor shall maintain Register of Loan and Recoveries in Form C by the contractor. Format enclosed. A copy of the Register of Loan and Recoveries has to be produced along with invoices for the billing month for processing of the invoices.

**FORM XIX**

[See Rule 78(1)(b)]

## Wage Slip

Name and address of Contractor				Name and Father's/Husband's name of the	
...				Workman	
				..	
Nature of work and location of work				For the week/Fortnight/Month ending...	
...				..	
...				..	
1.	No. of days worked	..		..	
2.	No. of units worked in case of piece rate workers ..	..		..	..
3.	Rate of daily wages/piece rate			..	..
4.	Amount of overtime wages			..	..
5.	Gross wages payable	..		..	..
6.	Deductions. If any	..		..	..
7.	Net amount of wages paid	..		..	..

Signature of Contractor/Authorized Representative

**FORM C**

**FORMAT OF REGISTER OF LOAN/RECOVERIES**

Name of Establishment \_\_\_\_\_ LIN \_\_\_\_\_

Sl No. in Employee register	Name	Recovery Type (Damage loss fine advance loans)	Particulars	Date of damage Loss	Amount
1	2	3	4	5	6

Whether show cause issued	Explanation heard in presence of	Number of Installments	First Month Year	Last Month Year	Date of Complete Recovery	Remarks
7	8	9	10	11	12	13

Applicable only in case of damage loss fine

**FORM B**  
**FORMAT FOR WAGE REGISTER**

Rate of Minimum Wages and since the date.....				
	Highly Skilled	Skilled	Semi-Skilled	Un-Skilled
Minimum Basic				
DA				
Overtime				

Name of Establishment \_\_\_\_\_ Name of owner \_\_\_\_\_ LIN \_\_\_\_\_

Wages period From To (Monthly/Fortnightly/Weekly/Daily/Piece Based)

Sl No. in Employee register	Name	Rate of Wage	No. of days worked	Overtime hours worked	Basic	Special basic	DA	Payments overtime	HR A	Others	Total
1	2	3	4	5	6	7	8	9	10	11	12

Deductions								Net Payment	Employer share PF welfare fund
P F	ESI C	Society	Income Tax	Insurance	Others	Recoveries	Total		
13	14	15	16	17	18	19	20	21	22

Receipt by Employee Bank Transaction ID	Date of Payment	Remarks
23	24	25

In case of Mines act any Leave wages paid should be shown in the others column and specifically mentioned in the Remarks column also

**UNDERTAKING**

Whereas the Memorandum of Settlement (MoS) signed between OIL TRANSPORT OWNERS ASSOCIATION (OTOA) and MOTOR WORKERS UNION (MWU) dated 22.07.2022 has addressed the condition of engagement of Driver / Helper / Operator as-

Quote:

**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 effort to give preference to earlier helpers, drivers and operators -(MoS point 22)**

Unquote:

The undersigned declares the following to Oil India Limited (OIL)

Contract no.	Proposed Driver / Helper name	Bowser No.	Proposed Date of Engagement	Reliever / Permanent
--------------	-------------------------------	------------	-----------------------------	----------------------

Category:

- Earlier Driver / Helper working in same Bowser firm / other Bowser firm. (√)
- New Driver / Helper (could not find reliever from earlier helpers / drivers)

*I understand that while appointing the above Driver / Helper in my firm, the condition of engagement under the MoS point mentioned above, has been fulfilled.*

*I also understand that any conflict / disagreement on appointment of the above Driver / Helper will require my immediate attention to settle without involving Oil India Limited (OIL). Till the time of such settlement, I understand that I have not been able to provide the Bowser service to OIL and the Bowser will be marked "Shut Down" for the period by OIL as per T & C of the contract.*

*Signature with date:*

*Name of the Contractor:*

*Note: The above declaration should be submitted on the Contractor's own pad duly signed and sealed for gate pass approval(s) for any Driver / Helper at the time of initial placement in PSS Department and subsequently to OGPS Department / Eastern Field during operation of the contract .*

**ANNEXURE-XXXX**

To be submitted during placement of Bowser		
Contract No.		
Contractor Name		
Bowser No.		
Crew	DRIVER	HELPER
Name		
Bank Name		
Branch		
Account No.		
IFSC		
PF Code		
ESI Code		
AADHAR NO.		
Uniform & Shoe		
Mobile No.		
Signature of Contractor or his/her representative	Signature of Driver	Signature of Helper

**BEC/BRC Checklist of the Tender.**

Sl No	Clause No. of Tender Document.	Description	Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
1	1.0	<p><b><u>GENERAL CONFORMITY:</u></b> The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications of the tender. 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.</p>		
2	2.0	<p>Bidders to offer only 02(Two) numbers of readily available 12KL capacity Oil Bowsers/Oil Tankers registered in his/her/firm name. In case, offered Bowser/Tankers are more than 02(two) nos. than only the 02(two) nos. of techno-commercially acceptable with latest vintage Bowser/Tankers will be considered. In case, offered Bowser/Tankers is less than 02(two) nos. than the bid will not be considered and shall be rejected. Offers with attached bowsers/tankers shall not be considered and shall be straightway rejected.</p>		
3	3.0	<p><b><u>TECHNICAL EVALUATION CRITERIA:</u></b></p>		
	3.1	<p><b>Experience:</b> The bidder must have successfully executed/completed <b>“Similar Work”</b> over the last 7(seven) years reckoned from the Original Bid Closing Date of the tender:</p> <p><b>"Similar Work"</b> mentioned above means the following:</p> <p><b>(i)</b> The bidder must be in the business of providing services for transportation of Petroleum Products / Hazardous chemicals / Chemical Salt Solution in any Central Govt. /</p>		

	<p>State Govt. / Public Sector Undertaking / E&amp;P Company / Nationalized Banks / Public Limited Company for a continuous period of minimum 02 (Two) years (i.e., 24 months) under a single contract by deploying minimum 01(one) No. of Tanker/Bowser, having capacity not less than 9KLs each.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>(ii)</b> The bidder must have experience of providing services at least <b>01 No.</b> of attached bowsers/tankers (having capacity not less than 9 KLs) to Oil India Limited (i.e., experience of providing attached tankers/bowsers to the contractor(s) engaged by Oil India Limited) for transportation of Petroleum Products/Hazardous chemicals/ Chemical Salt Solution for a continuous period of minimum 02 (Two) years (i.e., 24 months).</p>		
3.2	<p><b><u>Notes to BEC Clause 3.1(i) above for documentary evidence:</u></b></p> <p>(i) For proof of requisite experience against above BEC/BRC Clause No. 3.1(i), the bidder must furnish the following documentary evidence along with the Technical Bid, in the form of:</p> <p>a) Copy of Contract document/LOA/LOI/Work Order showing details of work.</p> <p style="text-align: center;"><b>AND</b></p> <p>b) Anyone of the following documents:</p> <p>i) Job Completion Certificate/ Gross Payment Certificate / Work Execution Certificate showing:</p> <ul style="list-style-type: none"> <li>-Gross value and nature of job done within the prescribed period.</li> <li>-Work Order number/Contract Number</li> <li>-Contract/Work Order period and date of completion</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p>ii) Certificate of Payment (COP) issued by the organization in which the bidder rendered the similar work showing at least the following:</p> <ul style="list-style-type: none"> <li>- Work order no. / Contract no.</li> <li>-Gross value and nature of job done within the prescribed period.</li> <li>- Contract/Work Order period and date of completion of the similar work.</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p>iii) Any other documentary evidence(s) issued by the organisation in which the bidder rendered similar work which can substantiate the requisite experience.</p> <p>d) Submission of only Letter of Intent (LOI) / only Notification of Award (NOA)/ only Letter of Award (LOA) /only Work Order(s) and/or Certificate of Payment (COP) without</p>		

		<p>gross value of job done as required / Services Entry sheet (SES) without gross value of job done as required are not acceptable as documentary evidence(s).</p> <p>However, if the Letter of Intent (LOI) / Notification of Award (NOA)/ Letter of Award (LOA) / Contract(s) / Work Order(s) and /or Certificate of Payment (COP) without gross value of job done / Services Entry sheet (SES) without gross value of job done submitted by the bidder are issued from Oil India Limited (OIL), then the same will be considered as documentary evidences subject to successful verification with OIL's own records of execution.</p>		
3.3		<p><b><u>Note to Bidder(s) for BEC/BRC Clause No. 3.1(ii) above against OIL's Contract for documentary evidence:</u></b> Bidders participating with experience of attached bowser(s) / tanker(s) services against OIL's contract, shall submit a Job Completion Certificate/SAP generated signed/unsigned (i.e., system generated) Service Entry Sheet (SES) showing at least the following:</p> <ul style="list-style-type: none"> <li>(i) Work Order No. with period of work done for which the vehicle was deployed.</li> <li>(ii) Nature of job done with Contract/Work Order No.</li> </ul> <p>In case the time period of attached bowser(s) / tanker(s) services does not meet the minimum period of <b>02 (two)</b> complete years in the original contract during the specified time period (<b>during the last 07 years to be reckoned from the original Bid closing date</b>) as above, the below must be met by the bidder(s) to be qualified against this tender:</p> <p>The time period of attached bowser(s) / tanker(s) services in extension(s) of a contract / in emergent contract(s) during the specified time period as above shall be added with time period of attached bowser(s) / tanker(s) services in the original contract within the specified time period to determine the attainment of the tendered requisite time period (continuously for a minimum period of two complete years). This is applicable if, the extension(s) of the contract / the emergent contract(s) is /are /were awarded by Oil India Limited (OIL) for the same vehicle with the same terms &amp; conditions of the original contract without any interruption of the services. Such bidder shall submit a self-declaration (as per <b>PROFORMA-XI</b>, as applicable) mentioning the following along with the bid as evidence:</p> <ul style="list-style-type: none"> <li>a) Original contract number &amp; name of contractor against which the vehicle was deployed for OIL's operation.</li> <li>b) Emergent contract number(s).</li> <li>c) Vehicle Registration Number.</li> <li>d) Period for which the vehicle was deployed under the contract.</li> </ul>		

3.4		<p><b>Following work experience will also be taken into consideration:</b></p> <p>(a) In case the start date of the similar work is beyond the prescribed 07 (seven) year's period to be reckoned from the original bid closing date of this tender, but a part of the service for a minimum period of 02 (Two) years is completed within the last 7(Seven) year's period reckoned from original bid closing date.</p> <p>(b) Bidder executing similar work which is still running will also be taken into consideration, if the bidder had completed the prescribed services for a minimum period 02(Two) years is completed within the last 7(Seven) year's period reckoned from original bid closing date.</p>		
3.5		SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.		
5	3.6	Bids submitted for part of the work will be rejected.		
6	3.7	<p><b><u>All the offered Oil Tankers/ Oil Bowers shall meet the following brief requirements:</u></b></p> <p>(i) Each bidder shall offer their Oil Bowers/Oil Tankers for any one of the categories (Category-I or Category-II) as mentioned above in BEC/BRC Clause No. 2.0 for <b>12KL capacity bowers</b> of model <b>TATA SE 1613 Cowl</b> (or equivalent) of minimum <b>16200 KG GVW</b>. All the Oil Tankers/Oil Bowers offered must be in the bidder's name (in case of proprietary firm it may be in proprietor's name and similarly it may be in the firm name in case of partnership firm/company).</p> <p>(ii) The offered Oil Bowers/Oil Tankers must be registered in the name of the respective bidders/owners as per Motor Vehicle Act, 1988 &amp; Central Motor Vehicle Rules, 1989 of India as on the bid closing date of this tender.</p>		
7	3.8	<b><u>For readily available Oil bowser(s)/ Oil tanker(s):</u></b>		
8	3.8.1	<p>In conjunction with Clause No. 3.7 above, all the readily available Oil Bowser(s)/Oil Tanker(s) offered for the service against the tender must be having vintage not earlier than <b>01.01.2018</b> (year of manufacture) and to submit the duly filled details of offered oil bowser(s)/oil tanker(s) in <b>Proforma-XII</b>.</p> <p>Bids offering Oil Bowers/Oil Tankers other than the model/specification as mentioned in NIT/tender document will be rejected.</p>		
9	3.8.2	If any of the offered oil bowsters/oil tankers are engaged in any of the contracts awarded by Central Govt. / State Govt. / Public Sector Undertaking / E&P Company / Nationalized Banks / Public Limited Company other than Oil India Limited, as on bid		

		<p>closing date of this Tender, the bidder shall have to submit the following along with their detail technical bid.</p> <ul style="list-style-type: none"> <li>• <b>No Objection Certificate (NOC) issued by the organization other than Oil India Limited, in which the offered Bowser(s) are running, as the case may be, declaring that the offered oil Bowsers/oil Tankers can be placed for OIL's services in case of award of contracts against this tender.</b></li> </ul>		
10	3.09	<p>For evaluation, no preference shall be given to the vintage or date of registration of the oil bowsers/oil tankers. All oil bowsers/oil tankers shall be considered at par of vintage not earlier than <b>01.01.2018</b>. If last date of bid submission is extended after publication of the tender, vehicles having date of registration upto <b>original bid closing date</b> shall only be eligible for participation against the tender.</p>		
11	3.10	<p>In support of model and year of manufacture of oil bowsers/oil tankers as mentioned under Clause Nos. 3.7 &amp; 3.8 above, the bidder must submit the following documents (mandatory but not limited to) for each bowser as mentioned below along with their bid. All the documents are to be self-certified/attested by the bidder:</p> <p>(i) Copy of <b>Registration certificate(s)/Vehicle particulars</b> of the offered oil Bowsers/oil Tankers issued by government agencies (DTO/RTO/RTA) indicating the body type of the vehicle offered as Oil Tanker/Oil Bowser as on the bid closing date of the tender. <b>If the Registration Certificate (s)/Vehicle particulars details do not have mention as Oil Tanker/Oil Bowser as the body type, then the bidders must submit a valid statutory document issued by DTO/RTO/RTA that mentions the body type as Oil Tanker/Oil Bowser.</b></p> <p>(ii) The Bidder shall also submit valid license granted by Petroleum &amp; Explosives Safety Organisation (PESO) for transport of petroleum products of the offered readily available oil bowser/ oil tanker at the time of submission of the Bid.</p>		
12	3.11	<p>Bidders offering fully built capacity of 12 KL Bowsers/Tankers shall submit an undertaking as per prescribed format (<b>Proforma-XII</b>) along with the bid declaring that if awarded with the contract by OIL, he/she/they will supply the Oil Bowsers/Oil Tanker strictly as per tendered specifications of the Special Conditions of Contract (SCC) and all other terms and conditions of the tender. Bidder shall also submit the details of the offered Oil Bowser(s)/Oil Tanker(s) and other declarations as per prescribed format (<b>Proforma-XII</b>). Bids not containing duly filled <b>Proforma-XII</b> shall not be considered for evaluation.</p>		
13	3.12	<p>Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience and other relevant clauses.</p>		

14	4.0	<b><u>FINANCIAL EVALUATION CRITERIA:</u></b>		
	4.1	Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least <b>Rs. 20,70,500.00</b> (Rupees Twenty lakhs Seventy Thousand Five Hundred only)		
	4.2	<p>Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p><b>Note:</b> The Net worth to be considered against Clause 4.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.</p> <p><b>Notes to BEC Clause 4.0 above:</b></p> <p>a) For proof of Annual Turnover &amp; Net worth (refer clause 4.1 &amp; 4.2 above) any one of the following documents must be submitted along with bid:</p> <p>(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>PROFORMA-IX.</b></p> <p style="text-align: center;"><b>OR</b></p> <p>(ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per <b>PROFORMA-X.</b></p> <p>c) In case the bidder is a Central Government Organization/PSU/State Government Organization/Semi-State Government Organization or any other Central/State Government Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para-a) and b) above.</p>		

		<p>e) Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered/Cost Accountant in Practice.</p> <p>f) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Clause 4.0.</p>		
15	5.0	<b><u>COMMERCIAL EVALUATION CRITERIA:</u></b>		
	5.1	Bidder(s) must agree to offer the service clearly and strictly in accordance with the Rates/Price schedules outlined in <b>Part-3, Section-II (SOQ)</b> and as per the terms & conditions of the tender; otherwise, the Bid will be summarily rejected.		
	5.2	Bids received through OIL's e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.		
	5.3	Bids submitted after the Bid Closing Date and Time will be rejected.		
	5.4	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.		
	5.5	<p>The amount of Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM-Contracts, OIL at Duliajan on or before <b>12.45</b> Hrs (IST) on the bid closing date. A scanned copy of Bid Security document should also be uploaded along with the Bid documents. The amount of Bid Security shall <b>Rs. 4,14,500.00</b> (Rupees Four Lakhs Fourteen Thousand Five Hundred only)</p> <p><b>Notes:</b></p> <p><b>(i) Bid without proper &amp; valid Bid Security will be rejected.</b></p> <p><b>(ii) Any Bid accompanied by bid security with (i) validity shorter than 135 days from the date of bid closing and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.</b></p> <p><b>(iii) In case the Bidder submits Bid security in the form of Bank Guarantee (BG)/FDR; the BG/FDR must be valid for minimum 135 days from the date of original bid closing.</b></p>		
	5.6	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.		
	5.7	Bid documents/User Id & Password for OIL's E-Tender Portal are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.		

5.8	Bids received through the e-procurement portal shall only be accepted. Any bid received in any other form will not be accepted.		
5.9	Bid should be valid for a period of <b>90 (Ninety)</b> days from the Bid opening date. Bids with shorter validity shall be rejected as being non-responsive.		
5.10	Bid documents shall contain no interlineations, white fluid, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person or persons who has/have digitally signed the Bid.		
5.11	Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected: (i) Firm price (ii) EMD/Bid Security/ Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Insurance Clause (vii) Scope of work (viii) Taxes Clause (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Termination Clause (xv) Integrity Pact (xvi) Liability Clause (xvii) Mobilization Clause		
5.12	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ <b>Appendix-I (Integrity Pact)</b> ” 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 have been signed by the bidder's authorized signatory who sign the Bid.		
5.13	<b>Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner/sole proprietor will be rejected.</b>		
5.14	Bid received without attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" in case bid is submitted in the name of partnership firm will be rejected.		

	5.15	Conditional and unsolicited offer shall not be considered.		
	5.16	In case the bid closing date happens to be a bandh/holiday, the same will be deferred to the same time of the next working day (except Saturday).		
16	6.0	<b><u>AWARD OF CONTRACT/ EVALUATION METHODOLOGY:</u></b> Draw of Lots shall be conducted amongst the bidders/applicants for selection of Priority List for award of contracts to the techno-commercially acceptable bids/applicants. The draw of lots shall be conducted before the technical evaluation of the applications/offers for selection of the Priority list along with a Waiting list to accommodate any rejection of offers from the Priority List or for any future requirement.		
	6.1	(i) <b><u>For readily available 12KL oil bowser/oil tankers:</u></b> Award of contract shall be made through a draw of lots for all the readily available bowsers/tankers on the order of priority through a common priority list. The required numbers of readily available oil bowsers/oil tankers to be kept for Assam Fields, Arunachal Pradesh Fields and LWC Bowsers for award of Contract as well as for the Waiting list will be intimated before conducting the draw of lots.  (ii) <b><u>OIL shall conduct the Draw-of-lots (Lottery) before scrutiny of bids.</u></b> For the purpose of such Draw-of-Lots (Lottery), a list of all the bids shall be displayed in the notice board by assigning serial numbers before holding of the Draw-of-Lots (Lottery). After conducting the draw of lots, the shortlisted bids will be scrutinised and if the Bid(s) are found to be acceptable as per BEC/ BRC Clause of the tender, then the contracts will be awarded as per the order of priority from the Priority list formed after the draw of lots. If the Bid(s) are found to be Not Acceptable, scrutiny of the next set(s) of Bid(s) as per the order of priority and/ or waiting list will be carried out for award of Contract. In the event, techno-commercially acceptable bidders are less than the Company's requirement from the first Draw-of-Lots (Lottery), then the balance requirement shall be shortlisted through a second Draw-of-Lots (Lottery) without considering the already shortlisted bids. OIL reserves the right to shortlist the appropriate Nos. of bidders in the Draw-of-Lots (Lottery). Priority list may be rearranged based on the acceptance/rejection of bids as per the tender criteria.  The validity of the Waiting list shall be for a period of 3 (three) years from the date of draw of lots.  <b><u>Notes to BEC/BRC Clause 6.0 above:</u></b> (a) A common Priority list for all the readily available oil bowsers/oil tankers will be prepared for all the fields (Assam, Arunachal Pradesh & LWC) with a single draw of lots and		

		<p>Contracts will be awarded subject to fulfilment of NIT conditions.</p> <p>Initially, the contracts will be awarded for Assam fields. Subsequently, after fulfilling the commitments related to Assam fields, contracts will be awarded for Arunachal Pradesh fields. And once both Assam and Arunachal Pradesh fields have been addressed, the contracts will be awarded for LWC bowsers, following the priority order of bidders as specified in the Priority list.</p> <p>(b) A few bidders will be kept in a waiting list with validity period of 02(two) years from the date of Draw-of-Lots for any future requirement. The Waiting List shall be considered for filling up of vacant positions in the Priority List resulting from any rejection of selected application(s)/cancellation of contract(s) after Lottery or additional requirements of the Company after fulfilment of NIT conditions. However, OIL reserves the right to extend the validity of the Waiting List/Priority List suitably before its expiry.</p>		
	6.1	Bidder shall place the offered vehicles for the entire period of the proposed contract agreement including the extension period, if any, except otherwise as provided under Clause No. 9.4 (Major breakdown) of Part-III: SCC. The bidder should execute an undertaking in favour of OIL to the extent that offered oil tankers/oil bowsers shall be placed for the entire period of the proposed contract agreement including the extension period, if any.		
	6.2	The bidder must submit in their Letter Head in <b>Annexure-I</b> for conformation to mobilize the oil bowsers/oil tankers within <b>45 (Forty-Five) days</b> from the date of issue of Letter of Award (LOA) and start the job accordingly.		
	6.3	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.		
	6.4	Purchase Preferences allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises & MII is not applicable for this tender as the rates are offered by OIL.		
	6.5	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.		
17	7.0	<b><u>GENERAL:</u></b>		
	7.1	Bidder(s) must note that the 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		

	7.2	OIL will not be responsible for delay, loss, or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.		
	7.3	In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.		
	7.4	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under 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.		
	7.5	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.		
	7.6	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for failing which the offer of such bidder(s) shall be considered non-responsive and shall be rejected.		
	7.7	A check list on BEC/BRC & other relevant technical criteria is included in the tender which is mandatory for all bidders to submit as a part of their technical bid for evaluation of offer. In case, the bidder does not submit the check list with the original bid or does not respond to any of the points mentioned therein, the bid will be liable for rejection. Please therefore ensure submission of all the check list duly filled-in with requisite data as per your offer.		
20	8.0	<b><u>TENTATIVE REQUIREMENT PERIOD:</u></b> The tentative requirement of services shall be in & around <b>April' 2025</b> .		
21	9.0	<b><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></b> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.		

**CONTRACT AGREEMENT (SLA)**

**[Only for acceptance; not to be filled and submitted. Shall be executed during Formal Agreement]**

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2024 between **Oil India Limited**, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and **Sri/Smt./Miss** \_\_\_\_\_ (**Vendor Code:** \_\_\_\_\_) of \_\_\_\_\_ hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part;

WHEREAS the Company desires that Services of "\_\_\_\_\_" (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide \_\_\_\_\_; and

WHEREAS, the Contractor has furnished to Company the performance security in the form of \_\_\_\_\_ for Rs. \_\_\_\_\_ (being 10% of annualized Contract value).

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

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

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

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

- (a) Schedule of Work, quantities, Units & Rates;
- (b) General Terms & Conditions (GCC);
- (c) Special Terms & Conditions (SCC);
- (d) Additional Terms & Conditions (ATC).

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

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

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

SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF:

For and on behalf of Company <b>(Oil India Limited)</b>	For and on behalf of Contractor <b>(M/s. _____)</b>
Signature: _____ Name: _____ Designation: _____	Signature: _____ Name: _____
In presence of: 1) _____ 2) _____	In presence of: 1) _____ 2) _____