

# OIL INDIA LIMITED

# **BID DOCUMENT**

# TENDER NO.: GCT 6282 L21 (LIMITED)

Hiring the service of a vintage (not older than 5 years) one no Diesel Driven TATA SUMO GOLD or equivalent Non A/C vehicle for PS-11 Tengakhat for a period of six (06) months or till the placement of new vehicle under new contract whichever is earlier..

Company:	Contractor:

### : INDEX:

Instruction to bidders : Bidders are required to submit the bid with their

quoted rates in PROFORMA-A along with all

relevant documents as required.

1. Covering Letter with Salient features with Instruction to Bidders

2. Part -I : Bid Security Declaration Form

3. Part-II : Bid Rejection/Evaluation Criteria

**4. Section- I** : General terms and Condition of the Contract

5. Section- II : Schedule of Quantities, Service/work and Rates

**6. Section- III** : Special Condition of the Contract

7. Section- IV : Wages of the Driver /Helper & other benefits

8. **Section-** V : Safety Measure and Compliance

**Proforma** - A : Price Bid Format

**Proforma** - **B** : Bid Form

**Proforma** - C : Bank Guarantee format for Bid Security Deposit

**Proforma** - **D** : Declaration for bid security (Format)

Proforma - E : --

**Proforma** - **F** : Agreement Form

**Proforma - G**: Statement of Compliance/Non-Compliance

Proforma - H : Court Affidavit

**Proforma** - I : Certificate of annual turnover & net worth

**Proforma** -J : E-Payments vide RTGS/NEFT

**Proforma** -K : Authentic information/ documents



Tender Sl No:

	( भारत सरकार का उद्यम )  Oil India Limited  (A Government of India Enterprise)
	Issued By :
	(Signature)
	Name : Designation:
To M/S	FORWARDING LETTER
WI/S	
	Tender Notice No: GCT 6282L21
	BID CLOSING DATE : TO BE SUBMITTED AT:-
	GUWAHATI 02-03-2021 TIME : 13-30 HRS
	BID OPENING DATE : 02-03-2021 TIME: 14-00 HRS at GUWAHATI
Sir(s),	TENDER FEE: NIL
GOLD of the place including other neo	Oil India Limited (OIL), a Govt. of India Enterprise, invites limited bids for the job the service of a vintage (not older than 5 years) one no Diesel Driven TATA SUMO or equivalent Non A/C vehicle for PS-11 Tengakhat for a period of six (06) months or till tement of new vehicle under new contract whichever is earlier." with all standard fittings g first aid box, fire extinguisher, overhead carrier etc. with commercial registration and all tessary permit for use on Company's duty at PS 11 (TENGAKHAT) OPERATIONS, in the of ASSAM
<u>N</u>	lame of Bidders to whom tender document to be issued shall be limited to:
:	<ul> <li>M/s Deepak Enterprise (Vendor Code:400596)</li> <li>M/s Rana Ranjan Das (Vendor Code:407300</li> <li>M/s Sarabjit Singh (Vendor Code:407299)</li> <li>M/s Sarita Tiwari(Vendor Code:407315)</li> <li>M/s Pankaj Goswami(Vendor Code:401635)</li> </ul>

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

1.0 The vehicle will be required to be placed at the disposal of the Company at Oil India Ltd.'s **AT PS 11 (TENGAKHAT) OPERATIONS.** 

- 2.0 Bidders interested to provide the services and interested to participate in the above tender are requested to collect the bid document available in the office of the **General Manager** (Contracts), PHQ, Guwahati.
- 3.0 This bid document is not transferable and Bids can be collected w.e.f 17-02-2021 to 01-03-2021 (during office hours 08 AM to 10 AM). Bidders to submit the hard copy of the bid collected. In the event any bidder submits the bid by down loading the same from the OIL website, then the bid must accompany the BID SECURITY DECLARATION FORMAT PROFORMA-D. Otherwise the bid will be outright rejected.

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Company:	Contractor:
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### PART-II

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

DECLARATIO	ON FOR BID SECURITY	PROFORMA-D
To,		
M/s. Oil India Limited		
,		
Sub:		
Tender No:		
Dear Madam/Sir,		
After examining / reviewing pro	ovisions of above referred te	ender documents (including all
corrigendum/ Addenda), we M/	s (Name of Bidd	ler) have submitted our offer /
bid no		
We, M/s(Name	of Bidder) hereby unders	stand that, according to your
conditions, we are submitting th	is Declaration for Bid Securi	ity.
We understand that we will be	put on watch list/holiday/	banning list (as per policies of
OIL INDIA in this regard), if we a	re in breach of our obligation	n(s) as per following:
(a) have withdrawn/modified	l/amended, impairs or dero	gates from the tender, my/our
Bid during the period of b	id validity specified in the fo	rm of Bid; or
the period of bid validity:		the OIL INDIALIMITED during
	cute the Contract, if required urnish the Contract Perform	a, or nance Security, in accordance
provisions of tende		
(iii) Fail or refuse to a document.	ccept antinmetical correction	ons' as per provision of tender
(c) having indulged in corrup	ot/fraudulent/collusive/coer	cive practice as per procedure.
Place:	[Signature of	Authorized Signatory of
Bidder]		
Date:	Name:	
	Designation	on:

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

Seal:

- 3.0 The company reserves the right to refuse issuance of bid document without assigning any reason thereof.
- 4.0 The procedure to submit the bid is as under:

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

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

5.0 Offers must be addressed to:

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

- The sealed envelope containing the bid must be delivered either at the Office of General Manager (Contracts) at above address latest by 13.30 hours (IST) on the bid closing date. The bid is to be submitted at Contract Section, PHQ, Narangi on or before 13.30 Hrs. on 02-03-2021. The bids so received shall be opened on 02-03-2021, at PHQ, Guwahati on 14-00 hours in the presence of any attending tenderer (s) or their Authorized Representatives. An authorization letter from the Bidder, who sign the bid must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tender. Only one representative against each bid will be allowed to attend the bid opening. Attending Tenderer(s) & Authorized Representative will have to sign a register evidencing their presence. In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday).
- 6.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any postal delay or delay because of any other reasons whatsoever.
- 7.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 8.0 Modifications to bids received after the bid closing time/date will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.
- 9.0 All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated. The quoted price shall be the net price inclusive of all charges/expenses but excluding GST. (However GST, duties, charges etc. considered should also be shown separately). In absence of these

Company: Contractor:
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details the quoted price shall be considered as net price inclusive of all duties, charges/expenses for providing the services at the required place/location.

- 9.1 Bidders are requested <u>to</u> quote their rates in the Price Format enclosed as PROFORMA-A. Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.
- 9.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price in words shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated.
- 12.0 **SCOPE OF WORK**: The Scope of work is detailed in Part-I, Clause-1, of the tender document.
- 13.0 **Validity**: Bids must be valid for acceptance for a minimum period of **90** (**Ninety**) **days** from the bid closing date.
- 14.0 <u>Bid Security (BID SECURITY DECLARATION FORMAT)</u>

Bids must be accompanied by the BID SECURITY DECLARATION FORMAT

**PROFORMA-D.** Otherwise the bid will be out rightly rejected.

The bidder shall be banned as per Company's banning policy which may be upto 2 years if: -

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

### 15.0 Signing of Agreement

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

### **16.0** Performance Security Deposit:

16.1 Successful bidder shall be required to furnish an amount equivalent to 3% security deposit along with acceptance of contract of value as the estimated contract Performance Security Deposit within two weeks of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be

Company:	Contractor:
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in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **three** more months beyond validity of the contract.

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

### 17.0 **Duration of the Contract**:

The duration of the contract will be normally for <u>6(six) Months</u>. The Contract may be terminated early without citing reasons thereof at the discretion of the Company. However, an intimation shall be sent to the bidder in such cases.

- 18.0 Other conditions that will cover the contract are detailed in the Tender document. The bidders are requested to examine the said conditions carefully before submission of the bid
- 19.0 **Responsiveness of the bids**: for the purpose of determining the responsive of a bid the following Bid Rejection criteria will be considered:

Company:	Contractor:
Company:	

### **PART-II**

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

### 1.0. BID REJECTION CRITERIA (BRC):

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. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC shall be submitted along with the Techno-Commercial Bid.

### 1.1 FINANCIAL CRITERIA: ANNUAL TURN OVER

- a) Annual financial turnover as per Audited Annual Reports in any of the preceding 3 financial years to be reckoned from the original bid closing date should be at least **Rs. 1.69,800.00.**
- b) For consortium
  - i). At least one member of the consortium to meet the above criteria of 50% turnover.
  - ii). The other members of consortium should meet minimum 25% turnover requirement.
- b) Period for consideration: In any of preceding 3 financial years
- c) Net worth: Positive for the preceding financial / accounting year.
- d) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that the balance sheet/ Financial Statements for the financial year ...... (as the case may be) has actually not been audited so far.
- e) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i)A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth

OR

11)	Audited	Balance	Sheet	along	with	Profit	X	Loss	account
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Company:	Contractor:
Company.	Contractor.

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

### 1.2 TECHNICAL CRITERIA:

### A) EXPERIENCE: Bidders must have:

Experience of having successfully completed similar works (similar works mean 'Providing services of hired vehicles with experience of carrying out crude oil/wax/sludge/spills of crude oil handling jobs inside oil & gas industry/Factory/mines/Refinery area for a minimum period of 3(Three) months with PSUs/Central Govt./State Govt/ Semi-State Govt. Organization or any other Central/State Govt. Undertaking in India/ other Reputed private organizations during last 7 years to be reckoned from the original bid closing date should be of the following:

- (i) One similar completed works costing not less than **Rs 2,83,000.00**
- (ii) **FORM 16(A)** has to be submitted in case of private companies.
- (i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- (ii) In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.
- iii) Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.
- 1.3 All the supporting documents in compliance to BEC requirements above shall be scanned and uploaded along with the technical bid. Non-submission of the documents will result in rejection of bids.
- 1.4 Any bid not complying BEC requirements shall be summarily rejected.
- 1.5 Bidders must have **PF Account** in their name issued by Regional Provident Fund Commissioner. Bidders must have **ESI Account** in their name. Documentary evidence of the same is to be submitted.

Company: Contractor:
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- 1.6 Deviation to the following provision of the tender document liable for rejection of Bid:
  - i. Firm price
  - ii. EMD / Bid Bond
  - iii. Scope of work
  - iv. Specifications
  - v. Price Schedule
  - vi. Delivery / Completion Schedule
  - vii. Period of Validity of Bid
  - viii. Liquidated Damages
  - ix. Performance Bank Guarantee / Security deposit
  - x. Guarantee of material / work
  - xi. Arbitration / Resolution of Dispute
  - xii. Force Majeure
  - xiii. Applicable Laws
  - xiv. Integrity Pact, if applicable
  - xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 1.7 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:
- a) Tax Exemption Certificate, if any, if /applicable.
- b) PAN no.( photocopy of the PAN card required).
- c) GST registration No.
- d) VAT registration no., if applicable.
- e) Bank account No. with name of Bank, Type of account, Bank address.
- f) P.F. Account No. / Code.
- g) ESI registration no.
- h) Price quotation of the offered vehicle from the Authorised Motor Vehicle Dealer along with the offer.

### 1.8. COMMERCIAL:

- 1.8.1. Bidder shall submit the offer under "Single Stage Single Bid "System "Technical bid" and the "Price Bid".
- 1.8.2. Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid.
- 1.8.3. The Technical Bid should not have any price indication.
- 1.8.4. Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. Any bid for which bid security is not received before due Date of Bid Closing will be rejected.
- 1.8.5. Validity of the bid shall be minimum 90 days. Bids with lesser validity will be rejected.
- 1.8.6. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

Company	Contractor:
Company:	Contractor.

1.8.7. Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.

- 1.8.8. Any bid containing false statement will be rejected.
- 1.8.9. The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
- 1.8.10. Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 1.8.11. Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 1.8.12. The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.
  - a) Performance Security Clause
  - b) Force Majeure Clause
  - c) Termination Clause
  - d) Settlement of disputes Clause
  - e) Liquidated Damages Clause.
  - f) Acceptance of Jurisdiction and applicable law.
  - g) Tax liabilities clause.
  - h) Insurance clause.
  - i) With holding clause.
  - i) Liability clause.
  - k) Set off clause

### 1.9. GENERAL:

- 1.9.1. 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.
- 1.9.2. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily be rejected.
- 1.9.3. In case, any of the clauses in the BEC/BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.

Company:	Contractor:
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- 1.9.4. Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 1.9.5. The original copy of documents [submitted by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 1.10 The Bidder must have a business office establishment for at least one year within 50 Km radius of the area of operation(PS-11 Tengakhat) where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents which satisfies as a proof of having the office establishment.

Bidders will have to submit documents having the detailed postal address in the name of the firm /owner which shall substantiate the proof of office establishment for at least 1 year within 50 KM of PL locations where the services need to be provided. (PS11/ Tengakhat) For establishing proof of office establishment, any one of the following documents will have to be submitted:--

- 1. Trade Licence with detailed postal address in the name of the firm /owner.
- 2. GST Registration Certificate with detailed postal address in the name of the firm /owner.
- 3. Landline phone bill with detailed postal address in the name of the firm /owner.
- 4. Electricity Bill with detailed postal address in the name of the firm /owner.

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

### 1.11 Relaxation for OIL's registered Vendors:

In case of OIL's registered Vendors who are providing similar services for at least six months in the last three years as on Bid Closing date (BCD) in any organizations will be exempted from submission of documents under clauses of Financial and Experience criteria of BRC conditions. However, they will have to provide the following documentary evidence:

i) Copy of the work completion certificate for providing similar services for at least six months in the last three years as on Bid Closing date (BCD) in any organizations.

### 2. BID EVALUATION CRITERIA (BEC):

- 2.1. The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria.
- 2.2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ (i.e. fixed monthly charge X 06 months, Running Charge per KM X the Estimated KM indicated i.e. 4000 Km/month) for each vehicle of the tender.

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Company:	Contractor:

2.3. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected.

- 2.4. In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders.
- 2.5. Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.
- 2.6 Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

### 2.7 GENERAL:

- (i) In case bidder takes exception to any clause of Tender Document not covered under BEC, 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.
- (ii) 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 also and such clarification fulfilling the BEC clauses must be received on or before stipulated day from the date of clarification sought by the Company, failing which the bid will be rejected.
- (iii) In case any of the clauses in the BEC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC shall prevail.
  - (iii) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

### 3.0 TENDER FEE AND EMD: EXEMPTED FOR THIS TENDER

### 4.0 OPENING OF COMMERCIAL/PRICE BIDS:

- 1. Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.
- 2. The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

Company	Contractor
Company:	Contractor:

3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.

### 5.0 **Other Conditions**

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

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

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

### 7.0 **Settlement of Disputes**

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

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Yours faithfully, OIL INDIA LIMITED

<u>General Manager</u> (Contracts) For Chief General Manager (Pipeline Services )i/c

Company:	Contractor:
Company:	Contractor:

### 1.0 **SCOPE OF WORK**:

"Hiring the service of a vintage (not older than 5 years) one no Diesel Driven TATA SUMO GOLD or equivalent Non A/C vehicle for PS-11 Tengakhat for a period of six (06) months or till the placement of new vehicle under new contract whichever is earlier" with all standard fittings including first aid box, fire extinguisher, overhead carrier etc. with commercial registration and all other necessary permit for use under PS11 (Operations)

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

### 2.0 **DURATION OF THE CONTRACT**:

The duration of the contract will be for a period of **6 months**.

### 3.0 PERFORMANCE SECURITY DEPOSIT:

- 3.1 Successful bidder shall be required to furnish an amount equivalent to 3% of the estimated contract value as Performance Security Deposit within two weeks of issue of Letter of acceptance and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee (in the prescribed format enclosed herewith) issued by a Nationalized Bank, and shall remain valid for 3 (Three) more months beyond validity of the contract. In case the contract is extended the Performance Bank Guarantee will accordingly be extended suitably.
  - 3.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will be invoked either in part or in full.

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Company:	Contractor:

3.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.

3.4 The Performance Security will not accrue any interest.

### 4.0 **TERMINATION**:

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

### 5.0 **PENALTY:**

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

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

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

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

- i) Due to inadequate routine maintenance
- ii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for vehicle(s) and the crew.
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s)t on any day as per the instruction of the Company's authorized representative/ Engineer and or unauthorized and untimely release of vehicle(s) on any day without prior permission

Company:	Contractor:
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- h) Non-availability of the vehicle(s) or crew when required by the Company.
- i) Failure on part of the Transport Supplier to discharge his/her obligations as set out in this contract
- k) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

### 6.0 **PAYMENT TERMS**:

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

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Company:	Contractor:
Company.	Contractor.

**SECTION-I** 

### **GENERAL TERMS AND CONDITIONS**

### 1.0 **DEFINITIONS:**

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

### 2.0 OBLIGATION OF THE CONTRACTOR

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

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

Company:	Contractor:
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2.7 Allow the vehicle for periodic inspection as and when required by the Company's authorized representative/engineer.

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

### 3.0 GENERAL OBLIGATION OF THE COMPANY:

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

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

### 4.0 <u>AUTHORITY / POWER OF THE COMPANY'S AUTHORIZED</u> REPRESENTATIVES:

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

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

Company:	Contractor:
Company	Contractor.

SECTION-II PROFORMA-A

### SCHEDULE OF SERVICES AND RATES TENDER NO: CGI 6282 L21

### **DESCRIPTION OF SERVICES**

Hiring the service of a vintage (not older than 5 years) one no Diesel Driven TATA SUMO GOLD or equivalent Non A/C vehicle for PS-11 Tengakhat for a period of six (06) months or till the placement of new vehicle under new contract whichever is earlier.

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

Sl.	Description of duty	Unit Quantity Company's Unit Rate ( <b>Rs</b> )		Amount ( <b>Rs</b> )		
no.	hours/service		(A)	Figs	(B) Words	(AXB)
1	Monthly Fixed charge with 24 hours availability of the vehicle and driver for 8 hours daily (including Sundays & Holidays) per calendar month. The Fixed Charge is inclusive of Driver/ Helper all other charges of the	Per calendar month	6	30,379.00	Thirty Thousand three hundred and seventy nine	1,82,277.00
2	Running Expenses for Vehicle no. 1 (Estimated Running Km per Month is 4000)	Per KM run	24,000	5.10	Five point one zero.	1,22,400.00
4.	DIFFERENTIAL WAGES	MONTH	6	2912	Two thousand nine hundred & twelve.	17,472.00
3	Bidders' to quote within +10% to -10% on SI No 1&2	(In words)				(In figure)
4	GST	LSM	1	RATE OF GST (%) Figs	AMOUNT OF (Rs.) (B) Figs	

**NOTES:** 

Company:	Contractor:
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(i) The bidders must quote the profit, establishment and handling element in percentage terms on total value of Fixed and Running values only as indicated, where the lower ceiling of the same will be fixed a -10% (Minus Ten percent) and the upper ceiling will be fixed as +10% (Plus Ten Percent). The percentage value up to two decimal point will be considered. The bidder quoting below -10% and above 10% will be summarily rejected.

- (ii) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.
- (iii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.
- (iv) The above rates to be quoted by the bidders are inclusive of all operating /running expenses, daily minimum wages. of driver @ Rs.652.17 & Helper @ Rs446.17 (Excluding OT, PF, ESI) which will be enhanced on each calendar year @ Rs. 30.00 & Rs.20 respectively. engaged in connection with operation of the services. The stated rates are inclusive of applicable Bonus, but exclusive of PF, ESI (as applicable as per guidelines of the Company). Bidders to quote their fixed rate inclusive of the wages of Driver considering the guidelines cited above and will remain firm through out the tenure of the contract. The enhanced amount of wages in all the successive years of the contract to be borne by the contractor and no reimbursement will be applicable in case of wage enhancement..
- (v) In case OIL needs to engage the driver and helper beyond 8 hours per day duty, contractor has to pay the driver and helper applicable OT against each additional hours of duty beyond 8 hours duty as overtime. However, total monthly overtime expenses to driver and helper will be reimbursed to the contractor by OIL.
- (vi) The rates are inclusive of all Taxes (VAT etc) and duties as applicable but **excluding GST**.
- (vii) The rates are inclusive of all liabilities including statutory liabilities.
- (viii) The fuel price on the date of tender opening to be considered with 9 Km consumption rate per litre of oil.
- (ix) The price bid should be properly signed & sealed by the Authorized signatory of the Firm.

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Company:	Contractor:

### SECTION-III

### **SPECIAL CONDITIONS**

- 1.0 The Contractor shall comply with existing labour rules and all statutory requirements including OIL's HSE guidelines while working inside Refinery and in all other operational areas. Besides, the Contractor shall provide the following Safety items/gears with the vehicle without any extra cost to the Company.
- i) Fire extinguisher-2nos(Type-DCP;Capacity-10Kg) to be provided with the vehicle and to be kept in easily accessible and removable position with the date of checking and charging.
- ii) First Aid Box with updated list of medicines.
- iii) Hand brake in working condition.
- iv) Valid pollution certificate of the vehicle.
- v) Valid Road permit of the vehicle to operate within Dibrugarh & Tinsukia district.
- vi)Valid Driving License.
- vii)Valid Fitness certificate of the vehicle.
- viii)Insurance coverage of the vehicle.
- ix) Hazardous material/waste carrying certificate from the Competent Authority.
- x)Spark arrestor with fittings in the vehicle.
- xi)Earthing wire of adequate length(minimum length of 10m) with crocodile clips.
- xii)Outside rear view mirrors on both sides of the vehicle.
- xiii) Any other items as required for safety and operational requirement.

### 2.0 ENTRY PASS:

The Contractor shall arrange the entry pass for personnel and vehicle engaged in OIL operational areas including Industrial area at Duliajan and Industrial Area of IOCL, Digboi Refinery or installations/ prohibited area without any cost to Company. The Contractor must obtain "Entry Permit" from CISF Commandant/ Head-Security of installation for all his/ her workers to enable them to work inside the installations/ prohibated area.

### 3.0 SCOPE OF WORK:

- 3.1 Collection and disposal of crude oil as per the contract.
- 3.2 Transportation of filled crude oil,wax, sludge,spills of crude oil, HSD filled cask to different operational locations.

Company: Contractor:
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3.3 Scraping and transportation of oil soaked earth/ debris or other items from the site of oil spillage.

3.4 Supply and spreading of sand at the site of oil spillage (after scrapping and removal of oil soaked earth) at different oil spilled or other locations.

### 4.0 CONTRACTOR'S RESPONSIBILITY:

The contractor and/ or his/ her authorized representative /supervisor/workpersons must have sufficient practical knowledge of the job given in Para 3.0 above and must know about the safety of the operations. In this regard they must undergo all required trainings as per the job requirement.

### **5.0 GENERAL:**

- 5.1 All crude oil transportation from the area of collection must be made using specified vehicle with 200 litres capacity sealed casks. Empty casks will be supplied by OIL.
- 5.2 The casks must be securely sealed during transportation of crude oil.
- 5.3 Company Official will initially brief the unskilled labour engaged for the job about the rules and regulations to be followed.
- 5.4 The contractor's workers shall have to follow instructions from the Engineer in-charge or his representative of respective section in regards to their duty work.
- 5.5 OIL Engineers will inspect & monitor the progress of job during job execution period.
- 5.6 The contractor must ensure that all safety norms & other statutory regulations related to Oil Mines and strictly adhered by his workers.
- 5.7 The Contractor shall not engage minor workers below 18 years of age under any circumstances.
- 5.8 All statutory taxes levied by the Central and State Government or any other competent authority from time to time shall have to be borne by the contractor and the amount of the contract specified in the contract is inclusive of all the tax liabilities.
- 5.9 The Contractor or his representative must report to the office of Dy.CEPL(O), PS11 regarding the daily job to be assigned.
- 5.10 All employees of the Contractor must obey the security and disciplinary rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from the security considerations must be replaced by the Contractor.
- 5.11 The transportation truck must be registered with competent authority and periodic requirements of fitness test, Pollution control certificate must be complied with the evidences to the Company's Engineer in this regard as and when required.
- 5.12 Normally crude oil will be lifted during day hours, however in case of emergency crude oil may have to be lifted during night hours as well.
- 5.13 The Contractor will insure proper safety to the loaded casks/ vehicle from hazards of fire.
- 5.14 The Contractor must ensure that no loss of crude occurs during transportation.
- 5.15 The drivers and other personnel engaged for the service should not be under influence of any intoxicating item when carrying out the contractual obligation.
- 5.16 The Contractor shall not engage the transportation vehicle engaged for any other work without the during the contractual period without prior knowledge of PS1 OIL officials.

### 6.0 AUTHORIZATION FROM POLLUTION CONTROAL BOARD, ASSAM FOR HANDLING HAZARDOUS WASTE:

As per Hazardous/ Wastes (Management & handling) Rules, 1989, it is obligatory on the part of any operator engaged in the business of the collection, reception, treatment, transport, storage and disposal of hazardous wastes to make an application to the Pollution Control Board, Assam

Company: Contractor:
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(PCBA) for the grant of authorization to carry out the above activities. The contractor must obtain the above permission from Pollution Control Board, Assam (PCBA) before commencing the job. Work order will be issued to the party only on producing the said permission from PCBA.

### 7.0 SAFETY MEASURES:

The following safety guide lines/ measures will be strictly followed by the contractor.

- i. "Work Permit", if required, shall be obtained from the concerned Section Engineer of the section before starting of the work and will be renewed from time to time as required.
- ii. Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.
- iii. All the contractor's personnel deployed for the work must be capable of handling the fire fighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time.
- iv. 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.
- v. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.
- vi. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- vii. 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.
- viii. 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.
- ix. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine or Factory Owner/ Agent/ Manager.
- x. 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.
- xi. 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.
- xii. 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

Company:	Contractor:

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.

- xiii. 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.
- xiv. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- xv. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- xvi. The contractor has to keep a register of the persons employed by him/ her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- xvii. 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.
- xviii. The health check up of contractor's personnel is to be done by the contractor as per required frequency, in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL.
- xix. To arrange daily tool box meeting and regular site safety meetings and maintain records.
- xx. 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.
- xxi. 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.
- xxii. Contractor's arrangements for health and safety management shall be consistent with those for the mine/ factory owner.
- xxiii. 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.
- xxiv. 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.
- xxv.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. NOTE:
- \* A SUITABLE FIRE EXTINGUISHER WILL HAVE TO BE INSTALLED IN THE VEHICLE FAILING WHICH A PENALTY OF Rs. 500 per day WILL BE IMPOSED.

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Annexure -A

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

### **INDIRECT TAXES/ GST**

- 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.
- 2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates &amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
- 4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the

invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

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

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

### When Input tax credit is NOT available for Set Off

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

- 7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
- 8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

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10 GST liability, if any on account of supply of free samples against any tender shall be to

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### WAGES OF DRIVER /HELPER & OTHER ENTITLEMENTS: SECTION -IV

The above rates are inclusive of all operating /running expenses, daily minimum wages. of driver @ Rs.652.17 (DRIVER) & Rs. 466.17(HELPER) (Excluding OT, PF, ESI) which will be enhanced on each calendar year @ Rs. 30.00 per day &Rs.20 per day respectively engaged in connection with operation of the services. The stated rates are inclusive of applicable Bonus, but exclusive of PF, ESI (as applicable as per guidelines of the Company).

- 4.0 In case OIL needs to engage the driver and helper beyond 8 hours per day duty, contractor has to pay the driver and helper applicable OT against each additional hours of duty beyond 8 hours duty as overtime. However, total monthly overtime expenses to driver and helper will be reimbursed to the contractor by OIL.
- 5.0 The rates are inclusive of all Taxes (VAT etc) and duties as applicable but **excluding GST**.
- 6.0 The rates are inclusive of all liabilities including statutory liabilities.
- 7.0 The above rate shall remain firm through out the tenure of the contract. However, the following exceptions will be applicable:
  - (a) In case of any statutory increase/decrease in GST/ Govt Taxes & Duties over the rate prevailing on the date of tender opening will be reimbursed upon claim and production of documentary evidence issued by competent authority in this regard. Correspondingly in the event of any decrease, such amount will be deducted from out standing dues of the Transport supplier.
  - (b) The running cost (per KM Run) will Increase/decrease whenever there is an increase / decrease in the cost of fuel (Diesel/Petrol) over the rates as on the **Original Tender Opening Date**. The adjustment of increase/ decrease in rate will be applicable only when the variation of the cost of fuel exceeds 5 % plus or minus on either side. For assessing increase / decrease in rates on account of fuel price increase/decrease, the consumption rate will be taken **as 9 KM per Ltr.**
- 8.0 In case the vehicle send outside <u>Pumping Station no. 11 (TENGAKHAT)</u> for Company's duty and has to halt overnight there, Company will pay halting charge @ <u>Rs.350/-</u> per over night stay at outstation.
- 9.0 Expenses related to parking of vehicle in Municipality area, airport, railway/bus station etc. and toll taxes, while in Company duty, will be reimbursed by company on submission of documentary evidence
- 10. A) Wages to be paid as per Memorandum of Settlement dated 24-01-2014:

Following are the rates vide Approval No. PL/ADMIN/2/3-17/249 of 21-05-2018 and applicable for the calendar year 2021, which will be revised in the succeeding years during the tenure of the contract.

- a) For Helpers (Unskilled) Category:
  - 1. **Rs.** 466.17 per day to Helper Unskilled Category

Company:	Contractor:
Company.	Contractor.

- 2. Rs. 43.75 per hour SOT for Helper Unskilled Category
- 3. **Rs.** 111.75 per hour DOT for Helper Unskilled Category
- **4. Rs. 55.88** per hour HOT for Helper Unskilled Category

### b) For Driver (Skilled) Category (For Light & Medium Vehicles/ Buses / Bowers / Truck)

- 1. Rs. 652.17day to Driver skilled Category
- 2. Rs. 61.75 per hour SOT for Driver skilled Category
- 3. Rs. 152.28 per hour DOT for Driver skilled Category
- **4. Rs. 79.13** per hour HOT for Driver skilled Category

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

An annual increase in the daily rate of wages will be made from the 1<sup>st</sup> of January every year for Driver @ of Rs. 30.00 & Helper @ of Rs. 20.00

### B) Benefits to be provided as per Memorandum of Settlement dated 24-01-2014 are as under:

### a) National / Festival Holidays:

The Helpers and Drivers will be extended 03 national holidays and 02 festival holidays in a calendar year by the respective contractors.

### b) Annual Leave with wages:

The Helpers and Drivers will be granted 18 (Eighteen) days annual leave with wages by the respective contractors which will be non-cumulative and non-encashable. The annual leave with wages can be availed 03 times in a calendar year and it will not exceed 18 days in a year.

### c) Casual Leave with wages:

- (i) The Helpers and Drivers will be extended 05 (Five) days of casual leave by the respective contractors in a calendar year which is non-cumulative and non-encashable. The casual leave cannot be combined with annual leave and cannot be availed for more than 03 (Three) days at a time.
- (ii) The concerned contractors will provide reliever Helpers, Drivers to run the services of hired vehicles and in all transport service contracts on account of the above mentioned holidays, casual leave and annual leave. The reliever Helpers, Drivers and Operators engaged by the contractors during holidays and leaves will be entitled to the applicable daily rate of wages.

#### d) Overtime:

The services beyond 08 hours of work required for operational purpose, the Helpers, Drivers will be paid applicable overtime wages (OT wages). The duty hours of drivers /helpers at Pipeline Department be considered for 8 hours in a

Company:	Contractor:
Company.	Contractor.

day though the vehicle contracts are for 12 hours. The normal duty hours will be from 7am to 3.30pm (inclusive of break) . Deployment beyond 8 hours upto  $9^{th}$  hour will be subject to single OT and beyond  $9^{th}$  hour will be subject to double OT . However, total monthly overtime expenses to driver and helper (if any) will be reimbursed to the contractor by OIL

DATE: 16-02-2021

#### e) Bonus:

The Helpers and Drivers will be entitled for bonus @ 8.33% of the daily wages subject to the wages ceiling under the Payment of Bonus Act, 1965 which will be disbursed along with the monthly wages as per provisions of payment of Bonus Act.

### f) Employees' Provident Fund (EPF):

All concerned contractors shall deposit the PF and EPF with the PF authorities positively on or before the 15<sup>th</sup> day of the subsequent month and will submit the PF and EPF deposit challan to the company. On production of the challan, the amount will be reimbursed to the contractors. For compliance to the provisions of the EPF & MP Act, the contractors will approach the concerned PF authorities.

### g) Insurance Coverage:

The Helpers and Drivers will be insured for an amount of Rupees Two Lakhs, Rupees Three Lakhs respectively, under Group Personal Accident Policy (GPAP) by the concerned contractors for coverage under Employees Compensation Act, 1923. The annual premium will be reimbursed to the contractors by the Company on production of documentary evidence.

### h) Pay Slip:

The monthly disbursement of wages to the Helpers and Drivers by the contractors will be made latest by the  $10^{th}$  day of the subsequent month. The mode of disbursing the monthly wages to the Helpers, Drivers by the concerned contractors will be through account payee cheques or bank transfer / e-remittance as may be agreed upon mutually amongst themselves. The contractors will have to issue proper wages slip to the Helpers, Drivers containing therein all the requisite details such as income and deductions, if any.

### i) Uniform:

Uniforms for drivers and helpers per year to be provided as per followings by the Contractor (service provider) and the cost will be reimbursed on submission of documentary evidence.

- 1) 02 sets of Uniform per year @ Rs. 1500x 2= Rs.3000.00
- 2) 01 pair of shoes per year @ Rs.500.00 = Rs.500.00

Company:	Contractor:
V.()	COIIII ACIOI.

j) In case the vehicle send outside the base station, **Pumping station no. 11** (**TENGAKHAT**) for Company's duty and has to halt overnight there, Company will pay halting charge <u>@ Rs 350/-</u> per over night halt to the operator, including overtime, parking fees if any Entry Tax and Company will be reimburse on actual to the contractor.

### **C)** Special Terms and Conditions:

### a) Working Hours:

The duty hours of drivers /helpers at Pipeline Department be considered for 8 hours in a day though the vehicle contracts are for 12 hours. The normal duty hours will be from 7am to 3.30pm (inclusive of break).

- b) The Helpers & Drivers will not be engaged by the concerned contractors on the following grounds:
  - (a) On attaining the age of 60 years.
  - (b) The person is found medically unfit (\*)
  - (c) For any riotous behaviour and indiscipline.
  - (d) Any person with adverse records.
    - (\*) the contractors would submit a medical fitness certificate every two years in respect of the helpers / drivers engaged by them.
- c) The reliever helpers, drivers engaged by the concerned contractors on national/festival holidays, casual leave and annual leave with wages in all transport service contracts will only be entitled to the daily rate of wages and the increased wages per day.
- d) The Helpers and Drivers will avail a weekly day of rest after working for 06 consecutive days. The contractors engaging them shall have to provide reliever driver / helper to run the services of the hired vehicles during the rest day.

### e) Uniform:

The Helpers and Drivers will be provided uniform and shoes by the concerned contractors and the expenditure towards the same will be reimbursed to them by the company on submission of documents / proof of receipt as given hereunder:

- 02 sets of uniform per year (@ Rs. 1500 x 2)
   Rs. 3000.00
   O1 pair of shoe per year (@ Rs. 500)
   Rs. 500.00
- f) The rates are inclusive of all Taxes (VAT etc.) and duties as applicable but excluding GST.
- g) Valid Driving Licence of Driver:

Contractor shall	ensure	that the	person	engaged	as	driver	shall	have	valid
driving licence.									

	•••••
Company:	Contractor:

**SECTION -V** 

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

### **SAFETY MEASURES & COMPLIANCE FORMAT**

GENERAL MANAGER (CONTRACTS) OIL INDIA LIMITED **GUWAHATI** 

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

**SUB: SAFETY MEASURES** Tender No: GCT6282 L21

Subject: Hiring the service of a vintage (not older than 5 years) one no Diesel Driven TATA SUMO GOLD or equivalent Non A/C vehicle for PS-11 Tengakhat for a period of six (06) months or till the placement of new vehicle under new contract whichever is earlier.

We hereby confirm that we have fully understood the safety measures to be adopted during

	ion of the above contract and that the same have been explained to us by the concerned ities. We also give the following assurances.
a)	Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
b)	The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following  i)
	precautions required.
c)	Due notice would be given for any change of personnel under item(b) above.
d)	We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Factory Act,1948 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
e)	We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
f)	All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
(Seal)	Yours Faithfully
	M/s
Dated_	For & On Behalf Of Contractor  ***********************************

### **PROFORMA-B**

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

### **BID FORM**

M/S. OIL INDIA LIMITED, PIPELINE HEAD QUARTER
Sub: Tender No.:
Dear Sir,
Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of(Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.
We undertake, if our Bid is accepted, to commence the work within ( ) days calculated from the date both parties have signed the Contract.
If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding for the due performance of the Contract.
We agree to abide by this Bid for a period of <b>90 days</b> from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.
We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this day of20
Signature
(In the capacity of)
 *******

### PROFORMA - D

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

### **DECLARATION FOR BID SECURITY**

To, M/s. Oil India Limited	
,	
Sub: Tender No:	
Dear Madam/Sir, After examining / reviewing provision (including all corrigendum/ Addenda) submitted our offer / bid no	s of above referred tender documents , we M/s (Name of Bidder) have
We, M/s(Name of Bid your conditions, we are submitting th	der) hereby understand that, according to is Declaration for Bid Security.
policies of OIL INDIA in this regard), is following:	watch list/holiday/banning list (as per f we are in breach of our obligation(s) as per impairs or derogates from the tender, my/our pecified in the form of Bid; or
having been notified of the acceptance the period of bid validity: fail or refuse to execute the Contract, fail or refuse to furnish the Contract I provisions of tender document. Fail or refuse to accept 'arithmetical or document.	Performance Security, in accordance
having indulged in corrupt/fraudulen procedure.	t/collusive/coercive practice as per
Place: Bidder] Date:	[Signature of Authorized Signatory of  Name: Designation: Seal: ************************************
<u></u>	

### **PROFORMA-E**

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

### FORM OF PERFORMANCE BANK GUARANTEE

Guwahati, Assam, India	
	(Name and address of Contractor) had undertaken, in pursuance of Contract N to execute (Name of Contract and Brief Description of the Worthereinafter called "the Contract").
	been stipulated by you in the said Contract that the Contractor shall furnities as security for compliance with Contractor's obligations in accordance with
we hereby affirm that Guarantee in figures being payable in the ty we undertake to pay you sums within the limits grounds or reasons for	we agreed to give the Contractor such a Bank Guarantee; NOW THEREFOR we are Guarantors on behalf of the Contractor, up to a total of (Amount
your demanding the salt	debt from the Contractor before presenting us with the demand.
We further agree that the work to be performe you and the Contractor	o change or addition to or other modification of the terms of the Contract thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.
We further agree that the work to be performe you and the Contractor hereby waive notice of s	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made betwee shall in any way cease us from any liability under this guarantee, and v
We further agree that a the work to be performed you and the Contractor hereby waive notice of some This guarantee is valid date).	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.
We further agree that a the work to be performed you and the Contractor hereby waive notice of some This guarantee is valid date).	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.  Intil the date (calculated at 3 months after Contract completic
We further agree that a the work to be performe you and the Contractor hereby waive notice of some This guarantee is valid date).  SIGNATURE A	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.  Intil the date (calculated at 3 months after Contract completic
We further agree that in the work to be performed you and the Contractor hereby waive notice of some things of the source of the	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.  Intil the date (calculated at 3 months after Contract completic
We further agree that at the work to be performed you and the Contractor hereby waive notice of some things of the source of the	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.  Intil the date (calculated at 3 months after Contract completic
We further agree that in the work to be performed you and the Contractor hereby waive notice of some things of the second	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.  Intil the date (calculated at 3 months after Contract completic
We further agree that in the work to be performed you and the Contractor hereby waive notice of some three to the solution of	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.  Intil the date (calculated at 3 months after Contract completic
We further agree that in the work to be performed you and the Contractor hereby waive notice of some things of the solution of	o change or addition to or other modification of the terms of the Contract I thereunder or of any of the Contract documents which may be made between shall in any way cease us from any liability under this guarantee, and which change, addition or modification.  Intil the date (calculated at 3 months after Contract completic

### PROFORMA - F

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

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

This AGREEMENT is made on the day of
BETWEEN
OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the "COMPANY" which expression unless repugnant to the context shall include executors, administrators and assignees on one part AND
M/s, having its address hereinafter called the "CONTRACTOR" or "Transport Supplier: "which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,
WHEREAS
A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for "hiring the services of a brand new vehicle of type, and has issued an enquiry under reference No dated, containing the Schedule of Works, Terms and Conditions,
B. M/s, have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided, local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.
WHEREAS, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated), issued the "Letter of Award" under reference dated
Whereas, the Contractor has accepted Company's Letter of Award vide their letter
NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:
<ul> <li>i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.</li> <li>ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:</li> </ul>
(a) The Tender Document No
(b) The Bid submitted by the Contractor in response to the Tender enquiry,
(c) The contractors letter dated ( after price negotiation) if any .

TENDER NO.: GCT 6282L21 DATE: 16-02-2021 (d) The Company's Notification of Award vide Letter of Award No. dated (e) Section-I. II. III & IV hereto. (f) Annexure –I hereto iii) The rates payable for the job will be as indicated in **Part-III** In consideration of the payment to be made by the Company to the Contractor for carrying out the iv) assigned service, the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement. v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract. IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam. Signed and Delivered for and Signed and Delivered for and On behalf of Company on behalf of Contractor (Oil India Limited) ( ) IN PRESENCE OF TWO WITNESSES: IN PRESENCE OF TWO WITNESSES 1. 1.

2. 2.

Company:	Contractor:
company.	

### **PROFORMA-G**

### STATEMENT OF COMPLIANCE/NON-COMPLIANCE

docum	ver, sho nents, th	ould the bidder ex ne same should b	xperience see indicated	ome exception here and put	ns and conditions of the n and deviations to the tin un-priced bid. In of collowing statement:	terms of the bidding
(a)	We ce		er complies	with all IFB	requirements and spec	ifications without any
				Or		
(b)		ertify that our of ing deviations:	fer complie	es with all N	IT requirements and s	pecifications with the
	SL. NO.	SECTION/ CLAUSE NO.	BRIEF ST	CATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT
	ent sha		olied with.		all the terms and corll not recognize any d	
Signat	ure of the	he Bidder				
Name	of Bidd	ler:				
Seal of	f the Co	ompany:				
				******	**	

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

### PERFORMA – H

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

### **FORMAT FOR COURT AFFIDAVIT**

	of the Magistrate			Γ	
I, Sri	/Smt		_ S/o/D/o/W/o		
Sri/L	ate	t	oy religion	aged	years, by
occup	pation	reside	nt of		
P.S		Dist	State	t	o hereby solemnl
affirn	n and declare an	oath as follows:-			
01.	That the depo	onent is permano	ently residing at the	e above addı	ress with the far
02.	That the depon service.	ent is not an OIL	employee in service	e or dependan	t of OIL employe
03.		gainst the name of	l any other application of deponent against t		
04.	The deponent Sector Underta		oyed in any Gove	ernment/Quasi	Government/Pu
<ul><li>04.</li><li>05.</li></ul>	Sector Underta  That the dep	onent is sole	proprietor of M/s	8	
	Sector Underta  That the dep  No	oonent is sole (if a _dated	proprietor of M/s	s pating in	the <b>T. N</b> o
05. 06. 07. T	Sector Underta  That the dep  No  That the depon Branch That the depone	oonent is sole (if a dated ent has own Banl ent desires to s	proprietor of M/s applicable) particip k account No	ss pating in supply of 1 AFTER ISS	the T. No at  (ONE) NUME SUANCE OF L.
05. 06. 07. T	Sector Underta  That the deporation of the depor	oonent is sole (if a dated ent has own Banl ent desires to s PERIOD OF <u>6 M</u>	proprietor of M/s applicable) particip k account No submit a bid for(PURCHASED HONTHS TO BE ST	ss pating in supply of 1 AFTER ISS FATIONED A	the <b>T. No</b> at  (ONE) <b>NUME</b> SUANCE OF L. AT ANY PLACE

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

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

In case the above statement of mine is found to be false/incorrect the award of contract if

selected shall lagainst me.	be cancelled and	Company	is at lib	erty to in	nitiate nece	ssary a	ection	as deemed	l fit
The deponent	Sri/Smti			sign	as			_	
Passport size photograph									
Passport size ph	loto affixed herev	vith							
Introduced by:									
Advocate,					Deponen	t			
	sworn before m								by
		<u>NC</u>	<u>OTARY</u>						
		****	*****						

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

### PROFORMA – I

### **CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

(TO BE ISSUED BY  $\mbox{\bf PRACTISING}$  CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD )

	TO WHOM IT MAY CON	<u>CERN</u>		
This is to certify that the following financial positions extracted from the audited financial statements of M/s				
YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)		
Place: Date: Seal: Membership Code & R Signature	egistration No. :			

Company:	Contractor:
Company:	contractor.

PROFORMA -J

To, General Manager (F&A) PL Oil India Limited Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

### (A) BANK DETAILS

- 1. Bank A/c No. (Must Enclose Cancelled Cheque)
- 2. Account Type Saving Bank/ Current Account
- 3. Bank Branch
- 4. Bank Address
- 5. IFSC Code
- 6. MICR No.
- (B) VENDOR DETAILS:
- 1. Vendor Code ( See the vendor code given in the PO/Contract)
- 2. Name
- 3. PAN No. (Must enclosed self-attested photo copy of PAN Card )
- 4. Address with Mobile/Telephone No.
- 5. VAT TIN No.
- 6. CST Regn. No.
- 7. GST Regn. No.
- 8. Central Excise Regn.No.
- 9. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

the company responsible.	
Thanking you,	
Date:	Authorised Signatory & Stamp
We confirm that the details giv	Bank Certificate ren above are correct as per our records.
Date: Place: Official	Signature, Code & Stamp of Authorised Bank
Company:	Contractor:

PROFORMA-K

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

120 de typen en me tener neun of me etumer.
General Manager (Contracts)-PL Oil India Limited Pipeline HQ, Narangi , Guwahati ,Assam-781171
Subject: Undertaking of Authenticity of Information/documents submitted
Refer : Tender NoDated
Sir/Madam
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 PBG and/or cancel the award of contract and/or carry out other penal action on us, as deemed fit.
Yours faithfully,
For (type name of the firm here)
Signature of Authorised Signatory
Name:
Designation:
Phone No:
Place:
Date:
(Affix seal of the Organization here, if applicable)

Company:	Contractor:
Company:	