



**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
P.O. DULIAJAN, DIST - DIBRUGARH  
ASSAM, INDIA, PIN-786602

**CONTRACTS DEPARTMENT**  
**TEL: (91) 374-2800548**  
**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91) 374-2803549**

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### **FORWARDING LETTER**

**Sub: IFB No. CDO5969L18 – Hiring of 02 (Two) nos. of 20 kl capacity bowzers with self-loading and unloading facilities for transportation of static water/kill fluid.**

Dear Sir(s),

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

**2.0** In connection with its operations, OIL invites your offer against the subject **COMPOSITE BID SYSTEM** through OIL’s E-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **‘Hiring of 02 (Two) nos. of 20 kl capacity bowzers with self-loading and unloading facilities for transportation of static water/kill fluid’**.

**2.1** The terms & conditions are similar to the IFB No. CDI6634P15 except the statutory changes like GST, PP-LC and HSD clauses under SCC etc..

**2.2** One complete set of Bid Documents covering OIL's IFB for hiring of above services is uploaded in OIL’s E-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	CDO5969L18
(ii)	Type of Bid	Limited E-Tender Composite Bid System
(iii)	Tender Fee	Nil
(iv)	Bid Closing Date & Time	12.10.2017 at 11:00 HRS: Server Time
(v)	Technical Bid Opening Date & Time	12.10.2017 at 14:00 HRS: Server Time
(vi)	Price Bid Opening Date & Time	12.10.2017 at 14:00 HRS: Server Time
(vii)	Bid Submission Mode	Bids must be uploaded online in OIL’s E-procurement portal.
(viii)	Bid Opening Place	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

(ix)	Bid Validity	<b>90 days</b> from Original Bid Closing Date.
(x)	Mobilization Time	<b>05 (Five) days</b> from date of issue of LOA.
(xi)	Bid Security/EMD Amount	Nil
(xii)	Amount of Performance Security	NIL
(xiii)	Validity of Performance Security	NIL
(xiv)	Location of job	Central Asset, Eastern Asset, Western Asset, OGPS and PSS department.
(xv)	Duration of the Contract	06 (Six) months.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	Refer <b>Clause No. 28</b> of General Conditions of Contract.
(xvii)	Integrity Pact	Not Applicable
(xviii)	Bids to be addressed to	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	Not Applicable
(xx)	Last Date of receipt of Queries	Not Applicable

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

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

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

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

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

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

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

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

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

**5.0** The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

**6.0** The tender is invited under **LIMITED E-TENDER COMPOSITE BID SYSTEM**. The bidder has to submit both the **"TECHNICAL"** and **"PRICED"** bid through electronic form in the OIL's E-Tender portal within the Bid Closing Date and Time stipulated in the E-Tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab** only. **Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page.** The Price Bid rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments" tab** in the main bidding engine of OIL's E-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

**7.0** The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

**8.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debar from participation in future tenders, at the sole discretion of the company.

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

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

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

support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.

11.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

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

#### **11.0 The tender will be governed by**

Forwarding Letter

Instruction to Bidders

BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.

Part-I - General Conditions of Contract (GCC)

Part-II - Schedule of Work, Unit and Quantity (SOQ)

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact - **Not Applicable**

Price Bidding Format & PP-LC Format  
Proformas & Annexures

**SPECIAL NOTE**

Please note that all tender forms (Forwarding Letter, BEC-BRC/Bid Evaluation Criteria & Bid Rejection Criteria, Part-I/General Conditions of Contract/GCC, Part-II/Schedule of Work, Unit and Quantity/SOQ, Part-III/Special Conditions of Contract/SCC, Part-V/Safety Measures/SM/Part-VI/~~Integrity Pact~~/Price Bid & PP-LC Format) and supporting documents are to be submitted through OIL's E-Procurement site only.

Documents which are to be submitted manually must be in sealed envelope super scribed with Tender No. and due date to GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602 and the scanned copy(s) of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents must be received at OIL's GM-Contract's office at Duliajan **on or before 12.45 PM (IST) on the technical bid closing date** failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

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

**13.0** The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

**14.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and/or penalty from the Contractor as per terms of the tender/contract.

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

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

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

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

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

## 20.0 SCREEN SHOTS

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

Go to this Tab **"Notes and Attachments"** for Uploading **"Priced Bid"**

Go to this Tab **"Technical Attachment"** for Uploading **"Technical Bid"**.

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

### Note:

\* The **"Technical Bid"** shall contain all techno-commercial details **except the prices**.

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

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

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**

**(UPASANA MALAKAR)**  
**OFFICER CONTRACTS (OPERATIONS)**  
*For, **CGM (CONTRACTS)***  
*For, **RESIDENT CHIEF EXECUTIVE***

**Date: 10.10.2017**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDO5969L18**

**INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS**

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

- a) A forwarding letter highlighting the following points:
  - (i) Company's IFB No.
  - (ii) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
- b) Instructions to Bidders
- c) BEC/BRC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part-II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV-Not applicable for this Tender.**
- h) Safety Measures (SM): **Part-V.**
- i) Integrity Pact: **Part-VI- Not applicable for this Tender.**
- j) Price Bidding Format & PP-LC Format (Attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures.

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

**3.0 TRANSFERABILITY OF BID DOCUMENTS**

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

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS**



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

**4.2** The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical RFx" and External Area → "Amendments" folder. The company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

## **5.0 PREPARATION OF BIDS**

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

## **5.2 DOCUMENTS COMPRISING THE BID**

### **(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12:45 PM on the bid closing date failing which the bid shall be rejected.**

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under "Technical Attachment" Tab.

### **(B) PRICED BID:**

The Priced Bid shall contain the rates/prices along with the currency and any other commercial information pertaining to the rates/prices. Bidder shall quote their rates/prices in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the **"PRICE BIDDING FORMAT"** will only be considered for evaluation.

Bidder must include all liabilities except GST in their quoted rates and indicate the applicable GST percentage separately as per the "PRICE BID FORMAT". The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

## **6.0 PERIOD OF VALIDITY OF BIDS**

**6.1** The Bid must be valid for **90 (Ninety) days from the Original Date of opening of the tender.**

**6.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.

## **7.0 FORMAT AND SIGNING OF BID**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

## **8.0 SUBMISSION OF BIDS**

**8.1** Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using **"Class 3 digital certificate with Organizations Name and Encryption Certificate"** as per Indian IT Act, 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India while uploading the bid.

Digital Signature Certificates having **"Organization Name"** field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having **Bidder's Name** in the **"Organization Name"** field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of **"Class 3 with Organizations Name and Encryption Certificate"**, the bid will be rejected.

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

**8.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

**8.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**8.4** Physical Bid/E-mail/Fax/Telex/Telegraphic/Telephonic offers will not be accepted.

**8.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

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

## **9.0 DEADLINE FOR SUBMISSION OF BIDS**

**9.1** Bids should be submitted on-line up to **11.00 AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the bid closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**9.3** The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 PM on the bid closing date.** Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **10.0 LATE BIDS**

**10.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

## **11.0 MODIFICATION AND WITHDRAWAL OF BIDS**

**11.1** Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the forwarding letter. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**11.2** No bid can be modified/withdrawn subsequent to the deadline for submission of bids.

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

## **12.0 EXTENSION OF BID SUBMISSION DATE**

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

## **13.0 BID OPENING AND EVALUATION**

**13.1.1** Both Technical & Price bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder 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 Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending

Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

**13.2** In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date/time will get extended up to the next working day and time (except Saturday).

**13.3** Bids which have been withdrawn pursuant to Clause 11.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3.

**13.5** To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**13.6** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

**13.7** A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**13.8** The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **14.0 EVALUATION AND COMPARISON OF BIDS**

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

**14.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

**14.3 DISCOUNTS/REBATES:** Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

**14.4** Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

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

### **15.0 CONTACTING THE COMPANY**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

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

### **16.0 AWARD CRITERIA**

**16.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

### **17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID**

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

### **18.0 NOTIFICATION OF AWARD**

**18.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.

### **19.0 SIGNING OF CONTRACT**

The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

### **20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS**

The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected

during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**21.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**22.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG. (available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf> or <http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus> )**

**22.1** In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only **one of the two policies** i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

**22.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) of **30%**.

**22.2.1** Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract

***"We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. 30% (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. CDO5969L18."***

**22.2.2** Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

***"We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. 30% (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. CDO5969L18 by M/s \_\_\_\_\_ (Name of the bidder)."***

**Note:** In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

**22.2.3** At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as Proforma-BB (PP-LC) of the

policy and shall be uploaded by the bidders along with their price bid in the E-Procurement Portal under **“Notes and Attachments”** tab.

**22.3** Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

**22.3.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

**22.4** Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

**22.4.1** However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

**22.4.2** When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

**22.5** The tendered quantity is not splittable/non-dividable/cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

**22.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

**22.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

**22.8** OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

## **22.9 Determination of LC**

**22.9.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

**22.9.2** The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General Service cost, excluding profit, company overhead cost, taxes and duties.

**22.9.3** The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

**22.9.4** The determination of local content of the working equipment/facility shall be based on the following provision:

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

## **22.10 Calculation of LC and Reporting**

**22.10.1** LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

**22.10.2** Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

**22.11 Certification and Verification:** Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

### **22.11.1 At bidding stage:**

#### **a) Price Break-up**

- i. The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 22.2.3.
- ii. Bidder must have LC in excess of the specified requirement.

#### **b) Undertaking by the bidder**

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **22.2**, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.



**c) Statutory Auditor's Certificate**

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **22.2.2**.

**22.11.2 After Contract Award**

a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

**22.12** Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

**22.13** The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

**22.14** Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

**22.15** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

**22.16 Sanctions**

**22.16.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

**22.16.2** If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

**22.16.3** A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

**22.16.4** In pursuance of the clause No. 22.16.3 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of

LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

**BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)****1.0 BID EVALUATION CRITERIA (BEC)**

The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case 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 mandatory 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 must be submitted along with the Techno-Commercial Bid.

**1.1 FINANCIAL CRITERIA**

**1.1.1** Net worth of the bidder should be positive for preceding financial/accounting year.

**Notes to BEC Clause 1.1 above:**

- a.** For proof of Net worth, any one of the following documents/photocopies must be submitted along with the bid:
  - i) Audited Balance Sheet along with Profit & Loss account.
  - OR**
  - ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership number and Firm Registration number) as per format prescribed in **Annexure-X**.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year \_\_\_\_\_ has actually not been audited so far'.
- c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

**1.2** Bid will be rejected if not accompanied with adequate documentary proof in support of Net worth.

**1.3** The bidder shall offer 02 (Two) numbers of 20 KL capacity bowzers. All the bowser(s)/ tanker(s) to be offered for the service must be in the name of the bidder and of model (year of manufacture) **not earlier than 01.01.2012**. Valid documentary evidence in support of model (year of manufacture) of bowzers/tankers not earlier than 01.01.2012 should be submitted by the bidder for each bowser along with their bids. All the documents are to be self-certified/attested by the bidder.

**1.4** Bidder shall place the offered vehicles for the entire period of the proposed contract agreement including the extension period, if any, except otherwise as provided under Clause-8.4 of the SCC. The bidder should execute an undertaking in favour of OIL to the extent that offered tankers/bowzers shall be placed for the entire period of the proposed contract agreement including the extension period, if any. Format of the undertaking is enclosed along with this bid document (Annexure- II).

**1.5** The bidder must confirm to mobilise within 05 (Five) days from the date of issue of Letter of Award (LOA) and start the job accordingly.

**1.6** The bidder shall submit certificate issued by appropriate authority regarding Bank account number, GST registration no, copy of PAN card, Provident Fund Code Number, (Direct Code)/or a declaration by the applicant to them. In case of P.F. is required to be deposited later on, the same will be deposited by bidder.

**1.7** Prices of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive will be considered. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which, bid will not result in indeterminate liability on OIL.

**1.8** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

**1.9** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

**1.10** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

**1.11** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

**1.12** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

**1.13** In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

#### **1.14 PURCHASE PREFERENCE CLAUSE**

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

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

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

#### **1.14.3 Documentation required to be submitted by MSEs**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

#### **1.15 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)**

**1.15.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>).**

**1.15.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under clause No. 22 of ITB and shall have to submit all undertakings/documents applicable for this policy.**

**1.14** Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

**1.15** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**1.16** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) 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.

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

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

## **2.0 BID REJECTION CRITERIA (BRC)**

**2.1** The bids are to be submitted under Single Stage under Composite bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

**2.2** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

**2.3** Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.

**2.4** Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.

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

**2.6** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

**2.7** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

**2.8** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main

bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

**2.9** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD/Bid Bond (**Not applicable**)
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee/Security deposit (**Not applicable**)
- (vi) Delivery/Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material/work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration/Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact (**Not applicable**)
- (xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

**2.10** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

### **3.0 GENERAL**

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

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

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

**3.4** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**3.5** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

**3.6** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s), otherwise Bids shall be rejected.

**3.7** The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

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**OIL INDIA LIMITED**

(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602  
TEL: (91) 374-2800548, FAX: (91) 374-2803549  
Website: [www.oil-india.com](http://www.oil-india.com)

**DESCRIPTION OF WORK/SERVICES:**

**Hiring of 02 (Two) nos. of 20 kl capacity bowzers with self-loading and unloading facilities for transportation of static water/kill fluid.**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners/proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid (hereinafter called 'Contractor') on the other part.

**A. DEFINITIONS:**

In the contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Wilful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is

likely to result in any injury to any person or persons or loss or damage of property.

**WITNESSETH:**

**1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **Central Asset, Eastern Asset, Western Asset, OGPS and PSS department.**

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

**2.0** The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

**3.0** The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

**4.0** The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

**5.0** The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

**6.0** The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

**7.0** The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

**8.0** The duration of the contract shall be initially for a period of **06 (Six) months** from the commencement date mentioned in the work order/LOA. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

**9.0** In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

**10.0** The tender price inclusive of all liabilities and GST is Rs. \_\_\_\_\_ (*Not to be filled up by bidder while submitting the offer in "Technical Attachment". This figure will be filled up by OIL at the time of award of the contract to the successful bidder.*) (\_\_\_\_\_ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

**11.0** The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

**12.0** The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

**13.0** The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

**14.0** The Contractor shall deploy local persons in all works.

**15.0** The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

**16.0** The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

**17.0 GENERAL OBLIGATIONS OF COMPANY:**

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**18.0 SPECIAL CONDITIONS:**

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these

provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

## **19.0 ARBITRATION:**

### **19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)**

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

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

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

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

- h)** If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i)** Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j)** The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k)** The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l)** Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

## **19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE)**

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

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

## **20.0 FORCE MAJEURE:**

**20.1** In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of

the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

**20.2** Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but later than 72 (Seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.

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

## **21.0 TERMINATION:**

**21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

**21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

**21.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**21.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

**21.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

**22.1** Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

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

**23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

**24.0** In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

**25.0 SET OFF CLAUSE:**

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

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the



offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:**

In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value, by way of liquidated damages for delay and not as penalty. The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

**29.0 SUBCONTRACTING:**

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

**30.0 MISCELLANEOUS PROVISIONS:**

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

**31.0 LIABILITY:**

**31.1** Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

**31.2** Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

**31.3** The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

**31.4** The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

**31.5** Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

**31.6** Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

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

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

### **31.9 LIMITATION OF LIABILITY**

Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or any obligation of the Contractor to pay Liquidated Damages plus GST or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

### **32.0 CONSEQUENTIAL DAMAGE:**

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

### **33.0 INDEMNITY AGREEMENT:**

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

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

### **34.0 APPLICABLE LAW:**

**34.1** This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

**34.2** The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

**35.0 TAXES:** Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

**36.0 SUBSEQUENTLY ENACTED LAWS:**

36.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

**36.2** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

**36.3** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

**36.4** Notwithstanding the provision contained in clause 36.1 to 36.2 above, the COMPANY shall not bear any liability in respect of:

- i.** Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor /sub-sub-contractors and Agents etc.
- ii.** Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii.** Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

**36.5** In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

**37.0 GOODS AND SERVICES TAX****37.1 GENERAL REMARKS ON TAXES & DUTIES:**

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

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

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

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

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

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

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

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

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

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

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

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

**37.9** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

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

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

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

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

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

**37.15** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all

exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

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

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

**37.18** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

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

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

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

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

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

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

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

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

**37.23** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST).

Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

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

### **37.26 Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars:

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

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

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

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



**37.27 Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

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

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

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.

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

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

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

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:

SIGNED & DELIVERED FOR AND  
ON BEHALF OF  
Attorney)

-----  
(Signature of Contractor or his legal

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

-----  
(Signature of witness)

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

-----  
(Full Name of Signatory)

Address:

-----  
(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date\_\_\_\_\_

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Duliajan, Assam**

**DESCRIPTION OF WORK/SERVICE:** Hiring of 02 (Two) nos. of 20 kl capacity bowsters with self-loading and unloading facilities for transportation of static water/kill fluid.

**PRICE BID FORMAT CDO5969L18**

<b><u>NAME OF BIDDER</u></b>								
<b><u>Bidder's GST No.</u></b>								
<b><u>SAC/HSN Code</u></b>								
<b><u>Select the benefit sought under the Policy</u></b> <b><u>( Use Drop Down List )</u></b>								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST
			<b>A</b>	<b>B</b>	<b>C</b>		<b>D = A * B</b>	<b>E = D+(D * C%)</b>
10	Fixed charge	MON	12.00				0.00	0.00
20	Running charge	KM	30000.00				0.00	0.00
30	Single Over time (driver + helper)	HR	365.00	<b>113.00</b>	18.00%	CGST+SGST	41245.00	48669.10
40	Double Over time (driver + helper)	HR	1095.00	<b>231.50</b>	18.00%	CGST+SGST	253492.50	299121.15
50	Holiday Over time (driver + helper)	HR	60.00	<b>115.75</b>	18.00%	CGST+SGST	6945.00	8195.10
<b>Total (Rs)</b>							355985.35	

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST)

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

**E-TENDER NO. CDO5969L18**

4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) 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.

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

6. Bidder may seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012, Bidder hereby categorically seek benefits against **only one** of the two policies i.e. either PP-LC or MSE policy.

i. PP-LC

**OR**

ii. MSE policy.

7. Purchase preference policy-linked with Local Content (PP – LC ) notified vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG shall be applicable in this tender  
Bidders seeking benefits under Purchase Preference Policy (linked with Local Content) (PP - LC) shall have to comply with all the provisions specified in ITB and shall have to submit all undertakings / documents applicable for this policy.

8. Refer to GCC for detail of GST

9. Refer to SOQ & SCC for Item detail Description

**NOTE:**

**SOT, DOT & HOT has been fixed by OIL , Bidder need not quote against those items.**

10. Mobilisation Period: **05 (Five)** days from the date of issue of LOA.

**CALCULATION OF LOCAL CONTENT-SERVICES**

Proforma BB(PP-LC)

E-TENDER NO. CDO5969L18

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE				Cost Summary				
				Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LOCAL CONTENT	
							%	Rs./Foreign Currency (To be specified by the service provider)
				a	b	c=a+b	d = a/c	e = c x d
A	I	Cost component Material used cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	II	Personnel & Consultant cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	IV	Total cost (I to III)	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!
B		Taxes and Duties	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
C		Total quoted price	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!

**Note:-**

% LC Service =	<u>Total cost (A. IV. c) - Total imported component cost (A. IV .b)</u>	X 100
	Total Cost (A. IV.c)	
% LC Service =	<u>Total domestic component cost (A. IV a)</u>	X 100
	Total cost (A. IV. c)	
1. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. 2. Refer to ITB for Detail of PP-LC.		

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Duliajan, Assam**

<b>DESCRIPTION OF WORK/SERVICE: Hiring of 02 (Two) nos. of 20 kl capacity bowzers with self-loading and unloading facilities for transportation of static water/kill fluid.</b>			
<b><u>(SOQ) Schedule of Work, Unit and Quantity</u></b>			
<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Quantity</b>
10	Fixed charge	MONTH	12
20	Running charge	KM	30,000
30	Single Over time (driver + helper)	HOURL	365
40	Double Over time (driver + helper)	HOURL	1,095
50	Holiday Over time (driver + helper)	HOURL	60
<p><b>1.</b> The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.</p>			
<p><b>2.</b> Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST &amp; SGST/UTGST or IGST).</p>			
<p><b>3.</b> OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document."</p>			
<p><b>4.</b> Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates &amp; amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.</p>			
<p><b>5.</b> Input Tax Credit on GST (Goods &amp; Service Tax) for this service is NOT available to OIL &amp; The bids will be evaluated based on total price including GST.</p>			
<p><b>6.</b> Refer to GCC for detail of GST.</p>			
<p><b>7.</b> The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.</p>			
<p><b>8.</b> Tenure of Agreement: <b>06 (Six) months</b> from the date of issuance of Work Order.</p>			
<p><b>9.</b> Mobilisation Period: <b>05 (Five) days</b> from date of issue of LOA.</p>			

**SPECIAL TERMS & CONDITIONS**

1.1 "AGREEMENT" means this service Agreement.

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

1.3 "TANKER OR BOWSER" means self-propelled transport tanker(s)/browser(s) on which a certified calibrated tank of carrying capacity 20 KL is mounted for the purpose of transportation of static water/kill fluid/formation water by road with self-loading and unloading facilities.

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

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

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

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

- i) Carriage of unauthorized passengers/materials other than water/kill fluid in the tankers/bowsers by the Contractor while under this Agreement with the Company.
- ii) Unauthorized use of the tanker(s)/browser(s) when released to the Contractor for repairing/servicing.
- iii) Withdrawal of hired tanker(s)/browser(s) from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer.
- iv) Failure of the Contractor to place the tanker(s)/browser(s) for periodic inspection as per schedule as directed by Company Engineer.
- v) Failure to park the tanker(s)/browser(s) after release on close of working hours at Company's approved Base Station.

1.8 "COMPANY" means Oil India Limited.

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

1.10 "COMPANY ENGINEER" means the following:

- i) Chief General Manager (OGPS) and/or Chief General Manager (PSS) or his nominee in case of the following events:

- a) Normal day-to-day operation of service after placement under the department
- b) Release of bowser(s) for maintenance/inspection/fuelling
- c) Instruct Contractor to replace by more suitable hand of divers/crews engaged for operating the bowser(s)
- d) Allotment of daily duties and timing of reporting and release
- e) Authentication of monthly kilo meterage statement-cum-bill
- f) Determination of shutdown or standby, liquidated damages and penalties for default of breach of contract.
- g) Release of bowser(s) and termination of this Agreement in case of complaints as to its deteriorated mechanical conditions.
- h) Initial placement of bowser(s) with a user department of the Company.
- i) Release of bowser(s) upon conclusion of this Agreement.
- j) Assessment of time to be allowed for repair in case of accident.
- k) Initial and subsequent inspection of tanker(s)/bowser(s).
- l) Scrutiny of documents regarding contractor's compliance with the requirements under this Agreement for permits, licenses, employee's roster etc.
- m) Determination of instances of shutdown or standby due to Force majeure, Bundhs etc.

ii) CGM-Contracts in case of the following events:

- a) Release/forfeiture of Security Deposit/Earnest Money Deposit.
- b) Any dispute under this Agreement as to the Contractor's obligations or otherwise.
- c) Defaults or otherwise in case of dispute by the contractor.

iii) CGM-Transport or his nominees in case of the following events:

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

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

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

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



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

- a) Delay in initial placement of tanker(s)/bowser(s) beyond the stipulated date.
- b) Unsuitability of the Driver or Attendant and/or working crew.
- c) Drunkenness and intoxication of the driver and/or the Attendant/crew.
- d) Non-availability of tanker(s)/bowser(s) due to any reason, whatsoever, including but not limited to the conditions mentioned below:
  - i) Deteriorated mechanical condition of the tanker(s)/bowser(s) and/or breakdown.
  - ii) Due to inadequate routine maintenance.
  - iii) Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.
- e) Non-possession of the valid permits and licenses for the crew and tanker(s)/bowser(s).
- f) Non-supply of fuel.
- g) Not having refuelling arrangement for the bowser(s) from the petrol pump near the operating section of the department.
- h) Delay in placement of tanker(s)/bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorized and un-timely release of tanker(s)/bowser(s) on any day without prior permission and authorization from the Company/engineer during the tenure of this Agreement.
- i) If the Contractor bases the tanker(s)/bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.
- j) Non-availability of tanker(s)/bowser(s) due to defects detected upon periodic inspection/tests by the Company.
- k) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- l) Non-availability of tanker(s)/bowser(s) or crew when required by the Company Engineer.
- m) Failure on the part of contractor to discharge his/her obligations as set out in Clause 3.0 hereof and/or failure on part of the contractor to abide with particular instructions as set out in clause 4.0 hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause 5.0 hereof.
- n) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of tanker(s)/bowser(s)/crew when the Company's operations are normal.
- p) Non-availability of Bowser services due to stoppage of work/strikes by Contractor or his/her crew for any reason whatsoever.

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

1.16 "INSURANCE" means comprehensive insurance of the tanker(s)/bowser(s) and shall include insurance of the crew.

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

- a) Professional driving license(s).
- b) Registration Book(s) with endorsement of Road Tax.
- c) Permits for plying the tanker(s)/bowser(s) for commercial purpose as may be required.
- d) Road permits
- e) Road Fitness Permit(s).
- f) Tank Calibration Certificate
- g) Pollution Control Certificate.
- h) Comprehensive insurance certificate(s).
- i) Any other as required under law in force.

1.18 "LEAVE" means Annual Leave to be granted to the Crew who are employees of the Contractor as per the stipulations of the Motor Transport Workers Act, 1961 as may be in force from time to time.

1.19 'CREW' means the driver and other personnel to be employed in each of the tanker/bowser as deemed fit by the Contractor for smooth running of the service in respect of whom payment shall be made as per the rates in force under 'The Minimum Wages Act' from time to time.

1.20 "PENALTY" means the amount payable by the Contractor in the event of breach of Contract which shall be as per clause- 22.0 of SCC. Penalty shall be levied irrespective of whether such breach resulted in a shut-down or otherwise. In addition no payment shall accrue to the contract in the event of breach of contract leading to penalty.

1.21 (I) "FIXED CHARGE PER DAY" means fixed charge which will be inclusive of rental, all applicable taxes & duties, insurance, wages and other emoluments of driver(s)/helper(s) and other operation staff/crew for every day service of the vehicle during currency of the contract. The contractor shall have to ensure full compliance with motor tanker(s)/bowser(s) acts 1988 and Motor Transport Workers Act 1961 and the rules framed there under all applicable statutory acts as may be in force time to time governing the engagement of the staff, their conditions of service which must include minimum wages as per the aforesaid acts, statutory/weekly off, holidays, overtime, annual leave, etc.

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

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

- a) The Motor tanker(s)/bowser(s) Act, 1988.
- b) The Motor Transport Worker's Act, 1961
- c) The Contract Labour (Regulations & Abolition) Act, 1970.
- d) The Minimum Wages Act, 1948.
- e) The Employees Provident Fund & Miscellaneous Act, 1952.
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984
- g) The Workmen Compensation Act, 1923 &

- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946
- j) Inter-state Migrant Workmen 9Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Any other Act as applicable from time to time.

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

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

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

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

1.26 "TAXES AND DUTIES" means Road Tax, Fitness Fee, Road permit Fee, Registration Fee, Service tax, VAT for tanker(s)/bowser(s) and crew etc. as may be due and payable by the Contractor entirely at his/her own cost towards operation of the services envisaged under this Agreement.

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

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

1.29 "STAND BY" means the allowable time which will be considered as service availability period subject to the following conditions only and during these period daily fixed charges are payable.

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

- i) For maintenance up to 48(Forty Eight) hours per month, counted from the beginning of the month and duly certified by the company engineer that the shutdown was due to maintenance of the tanker(s)/bowser(s). This facility will be limited to maximum of 4(Four) instances in a calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and penalty will be imposed as per clause No 22 of SCC. Accumulation of the maintenance period shall not be allowed beyond a calendar month.

ii) Re-fuelling time for the tanker(s)/bowser(s) which shall not be more than 30 (thirty) minutes and not involving more than 10 (ten) km at any instance subject to a maximum of 08 (Eight) re-fuelling in a calendar month.

## **2.0 DESCRIPTION OF WORK**

2.1 The Contractor shall agree and undertake to carry out the service by deploying the required no. of bowzers of model not earlier than 01.01.2012 (as mentioned in Clause NO. 1.2.3 of BRC) in the area of operations of the Company as per the instructions of the Company Engineer during the tenure of the contract which shall be 06 (Six) months from the date of placement of the first tanker/bowser.

2.2 The bowser will be deployed to duty as and when required. However, bowser will be paid standby charges when not deployed in duty by the company engineer.

2.3 Depending on operational requirement, the contractor may be asked to keep the bowser loaded with water/kill fluid on standby without transporting any fluid. In such cases the contractor shall get fixed charge as specified in Service Line No. 10.

2.4 Depending on operational requirement, the bowzers may be deployed for spraying water on the dusty roads of OIL's operational area. Hence, the required water spraying arrangement should be provided in the bowzers.

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

2.6 The rates accepted by the Contractor are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her drivers, crew and other staff as per the provisions of the Motor tanker(s)/bowser(s) Act, 1988 AND OTHER Statutory Acts. The rates shall be fixed and firm for the entire tenure /currency of the contract and shall be binding on both the parties. No changes of rates shall be allowed under any circumstances during the tenure/currency of this service agreement under or during its extension period except in respect of the following:

(a) (i) For change in Running charges due to change in fuel price, rate is to be reviewed once in 1st week of every month after receipt of HSD rates for the previous month from IOC.

(ii) In cases where the rate change will effect for every 5% (or more) decrease or increase over the tendered HSD price, the rates for the previous month will be reviewed and the rate for the previous month will be fixed by taking average of the last month and the new rate will be calculated for those contracts.

(iii) In cases where the rate change will effect for every 5% (or more) decrease or increase in existing fuel price, the rates for the previous month will be reviewed and if any rate changes have a  $\pm 5\%$  over the existing fuel price [rate at which contract last rate was updated], the new rate will be calculated for those contracts.

b) In event of changes of wages of driver & helper during the currency of the contract as per MOS 24.01.2014, the enhanced amount of monthly wages will be included in the revised fixed charges as applicable. Revised rates of OT will be included in a separate service line as applicable. These revised rates will be calculated considering the monthly wages/OT rates of driver and helper as on bid closing date as base price.

2.7 The Contractor shall supply and maintain the services of all tankers/bowsers EVERY DAY with Drivers and Helpers.

2.8 The contractor shall pay his/her crew/staff at rates/benefits as per the MOS dated 24.01.2014 signed by the Motor Workers' Union, Duliajan and Trade & Transport Contractor's Association in presence of OIL (Copy enclosed). The Contractor further undertakes to pay all his/her/their operating staff working under this Agreement the due wages in time including any arrears/revise of wages which may arise due to amendments in future of the above mentioned MOS.

2.9 The helpers, Drivers and operators will be entitled for a rest day after working for 6 consecutive days. The Contractor engaging them shall have to provide reliever driver /helper, as applicable, to run the services of the hired vehicles as per the contract.

2.10 The helpers & Drivers will be entitled for applicable rest day/ holiday/annual leave/ casual leave as per MoS dated 24.01.2014 signed by the Motor Workers' Union, Duliajan and Trade & Transport Contractor's Association in presence of OIL.

2.11 All the concerned contractors shall deposit the PF and EPF ,if applicable , with the PF authorities positively on or before the 15th day of the subsequent month and will submit the PF and EPF deposit receipt to the company . On production of the receipt, the amount will be reimbursed to the contractors. For compliance to the provisions of the EPF & MP Act, if applicable, the contractor will approach the concerned PF authorities.

2.12 The Helper & LMV HMV Drivers will be insured for an amount of Rs. 02 (Two) Lakhs & Rs. 03 (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.

2.13 Expenditure towards uniform and shoes for the operating crew will be reimbursed to the contractors by the Company only once in a calendar year on submission of documents/proof of receipt as given below:

- (i) 02(two) sets of uniform per year @ Rs. (1500.00 x 2): Rs 3000.00
- (ii) 01(one) pair of shoe per year @ Rs. 580: Rs 580.00

Total: Rs 3580 per year

2.14 The Contractor shall have to place the tankers/bowsers within the due date of placement. Otherwise penalty will be levied to the contractor for late placement of bowser as per the LD clause no.7.1 of SCC of the contract.

### **3.0 OBLIGATIONS OF THE CONTRACTOR**

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

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

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

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

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

3.6 If the tanker/bowser is not available for duty due to driver's and helper's strike, the tanker/bowser will be treated as shut-down for the period of strike.

3.7 If bowser transportation service of any tanker/bowser is stopped due to any Local Environmental Problem, the contractor will have to take necessary action immediately to solve the problem and lodge FIR in the nearest Police Station of the incident.

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

3.9 The Contractor will park the tanker(s)/bowser(s) at the Base Station at the end of the day's work on round the clock basis with ready availability of the services of the crew in such a manner that the bowser(s) can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer. The Contractor found violating this will be liable for breach of Contract.

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

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

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

3.13 The Contractor must maintain a register incorporating particulars with the names of the drivers/helpers/crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days, holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly kilo meterage Statement-cum Bill in the format set out in Proforma-III annexed herewith to the effect that all statutory requirements effecting the operations of the service under this Agreement under various Statutory Acts have been complied with.

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

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

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

3.17 Contractors will be required to arrange entry passes for the drivers/helpers/ Supervisor(s) employed by him and for himself from CISF for entering into OIL Operational Areas.

#### **4.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR**

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

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

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

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

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

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

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

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

4.8 All tanker(s)/bowser(s) must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/her own cost.

4.9 The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorized representative(s) who will be overall in charge of



the Contractor's organization to carry out its obligations including preparation of bills, receipts of cheques etc.

4.10 The normal duty hours for the crew of the bowser(s) (tanker) will be 8 hours. However depending upon company's requirement, his/her crew has to work beyond 8 hours for which overtime will be paid, if applicable, as per MoS dated 24.01.2014.

4.11 At the time of placement of the tanker(s)/bowser(s), the Contractor must furnish to the Company the name(s) of the Driver(s), Helper(s), crew as may be applicable together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this Agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing detailing the reasons for replacement and furnish similar particulars as required hereof in respect of the replacement(s). However, the replacement crew shall be subjected to approval of the Company.

4.12 The contractor will be responsible for supervision of the entire job of transportation from loading point to the unloading point during the tenure of the contract.

4.13 The contractor must maintain office complex having telephone facilities at DULIAJAN enabling the Company to contract the Contractor at any time throughout the contractual period.

4.14 The Contractor must instruct their authorized representatives and drivers to cooperate with the Company's vigilance personnel as and when required.

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

## **5.0 RIGHTS OF COMPANY ENGINEER**

5.1 The Company Engineer shall upon initial placement of tanker(s)/bowser(s) duly check the mechanical as well as physical parts along with all the relevant documentation before accepting it for the services under Agreement. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. Any tanker(s)/bowser(s) found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company Engineer.

5.2 The Company Engineer shall arrange for allocation of the tanker(s)/bowser(s) duty to the various loading & unloading points.

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

- (i) Fix the normal duty hours/timings of the Contractor and regularly monitor the same.
- (ii) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- (iii) Instruct the Contractor to replace by another suitable person(s) if any of his/her crew engaged for running/operating the tanker(s)/bowser(s) or for general management of the

service is found unsuitable for the job. Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.

(iv) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.

(v) Refuse the services of any tanker(s)/bowser(s) found in deteriorated conditions and advise the Contractor to rectify the defects or arrange for replacement till such default is remedied.

(vi) Instruct the Contractor to utilize the services beyond the stipulated hours of service.

(vii) Instruct the contractor to undertake authorized journeys to specified destination(s).

(viii) Undertake periodic inspection of the tanker(s)/bowser(s) as per programme as may be decided by him/her. Such inspection shall be carried out in the presence of the Contractor or in presence of his/her authorized representative. Such inspection/test carried out by the Company shall be at the Contractor's cost and risk.

(ix) Instruct the Contractor to rectify the defects or renewal of the documents revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.

(x) Instruct the Contractor to remove the tanker(s)/bowser(s) from the service under this Agreement in respect of which defects have been found upon periodic inspection till the time of rectification of the defects.

(xi) Check the speedometer and kilometre readings and notify any defects and determine any correction factor on the kilometre age statement-cum-bill in case the speedometer and kilometre readings are found to be defective.

(xii) Company Engineer shall clearly indicate the total shut down hours in a month due to shut down with reason in the monthly statement which will be treated as final for determining penalty, if any.

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

## **6.0 SECURITY DEPOSIT**

6.1 The security deposit shall be forfeited:

(a) In case of the occurrence as envisaged in Clause-8.1 hereof,

AND/OR

(b) In case of any event occurring as envisaged in Clause-9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall

(c) In case premature termination due to default or breach of contract by the Contractor.

6.2 In the event of any occurrence as envisaged in Clause -7.0 hereof, the Contractor will have to furnish additional security deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would liable for termination of this agreement whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeited of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

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

6.4 The Company reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence operation within the stipulated period.

## **7.0 LIQUIDATED DAMAGE (LD)**

7.1 If any contractor fails to place his/her bowser(s) within the stipulated time limit of 15 days from the date of receipt of Letter of Award (LOA), then the contractor will be liable to pay liquidated damages to the company by way of penalty at the rate of 0.5% of annualised contract value of the particular bowser for each week of delay in placement. However, in case the contractor fails to place his/her bowser(s) beyond sixteen weeks from the date of issue of LOA, then his/her particular contract will be cancelled terminating the services of all the bowers placed so far against the contract.

7.2 The contractor shall compensate the company if there is a loss of kill fluid during transit. The amount of such loss will be recovered at the prevailing rate on pro-rata basis from the Contractor's outstanding bills. In this regard, decision of company's representative will be final.

7.3 In case the contractor tanker is met with an accident damaging the life and property of 3rd party, the contractor shall sort out the matter immediately with the 3rd party and settle all the dues at the earliest. For the accident case, (which is to be substantiated by proper Police Report and MVI Report) any loss will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than the price of the transported kill fluid.

7.4 In case of sudden withdrawal of bowser/ tanker without prior permission of the Company, a penalty shall be levied at the rate Rs. 400.00 (Rupees four hundred only) per day per tanker. This shall be in addition to the penalty imposable as per clause No. 22 of SCC of the agreement.

## **8.0 TANKER/BOWSER AVAILABILITY**

8.1 The Contractor shall supply and maintain the services of all the tanker(s)/bowser(s) in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as

required by the Company. In the event of default, the Contractor is liable to be penalized as per Clause no. 22.0 of SCC of the agreement. Such penalty will be recovered normally from the Contractor's running monthly/outstanding bills. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

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

8.3 In case of Bundhs, Road Blockade, Strike etc. called by other, if the tanker(s)/bowser(s) is/are not available for operations due to absence of driver or otherwise the tanker(s)/bowser(s) will be treated as shut down and no payment will be made to the Contractor. However, if Company feels such shut down could have been avoided penalty will be imposed and shall be recovered from the Contractor's bills with proper intimation. It is clearly understood that 48 hours' time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandhs/strike period.

8.4 Major break-down: (A) In case of accident and consequence of non-availability of bowser(s)/tanker(s):

i) Pro-rata fixed charges will be deducted but the same will not attract penalty, If contractor notifies in writing to the Company with adequate proof about accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the contractor shall be required in addition to other proof to be submitted.

ii) In the above case, if the Contractor gives a replacement bowser/tanker of the same specification (with same vintage or latest) for the period of shut-down of the accident tanker/bowser, pro-rata fixed charges will be payable to the Contractor during the period of utilization of the replacement bowser.

However, this will not be applicable in case of:

i) Accident caused by rough/rash driving or because of negligence of the driver engaged where a FIR is lodged by a third party and services of the bowser/tanker are not available for formalities to be observed as per the laws of the land.

ii) The bowser/tanker is involved in litigation or in theft cases for which a case has been registered.

In such situations the bowser/tanker will be treated as shut down and will attract penalty in addition to the deduction of pro-rata fixed charges.

(B) In case of major maintenance (exceeding 48 hrs allowable) fixed charges will not be payable and the same will attract penalty. However, if the contractor gives a replacement bowser/tanker of the same specification (with same vintage or latest) for the period of shut-down of the tanker/bowser, the same will not attract penalty. During the period of utilization of the replacement bowser(s)/tanker(s) pro-rata fixed charges will be payable to the contractor.

(C) In case of (A) & (B), the time required to repair and place back the bowser/tanker into Company's service shall be decided by the Company representative which shall be final and not alterable. On expiry of such allotted time pending placement of the original bowser/tanker penalty will be recovered in addition to the deduction of pro-rata fixed charges.

## **9.0 TERMINATION**

In the event of the Contractor's failure to placement tanker(s)/bowser(s) in due time or render proper services as per terms of this Agreement, the Company reserves the right to terminate wholly or partially the Agreement with 30 (Thirty) days' notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated and Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

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

9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.8.1 hereof, the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the contractor shall continue performance of the contract to the extent not terminated.

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

9.4 The Company may, in a written notice sent to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 30 (Thirty) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The contractor will not be entitled to any damages or compensation on account of such termination.

9.5 This agreement shall stand partially or fully terminated in case of default due to delay in placement of tanker(s)/bowser(s) beyond 16 (Sixteen) weeks from the date of issue of LOA stipulated hereof and the contractor shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2 (Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

9.6 The Company may, at any time, terminate the contract if any of his/ her bowser is found involved in pilferage case and a police case is registered against the same.

## **10.0 BILLING & PAYMENT**

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

i) Accept as final the daily log book as per Proforma-I which must be signed on a daily basis by the Company's Engineer/representative. Any deletions and/or overwriting on the Daily Log Book must be avoided as far as practicable and if such deletions and overwriting are incidence, the same must be countersigned by the Company's Engineer, otherwise the Monthly Kilometre age Statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which one copy is to be retained by the Contractor Supplier for preparing the monthly kilometre age statement-cum-bill only at the end of each month.

ii) a) Prepare monthly kilometre age statement-cum-bill in Proforma-II and submit the same to the Company's Engineer for verification at the end of the month. The monthly kilometre age statement-cum-bill must be accompanied with a certificate every month furnished by the Contractor as per Proforma-V towards his/her compliance with the Statutory Acts effecting the operation of this service agreement.

ii) b) The monthly kilometre age statement-cum-bill must include a factual record of based on daily log sheet for services rendered as per instructions of the Company's Engineer, i.e., for Company duty only and should exclude for payment the following:

- Such kilometreage and time as may be involved for refuelling is in excess of the allowable time.

- Such hours/days or part thereof as may be involved on for routine servicing and maintenance in excess of 48 (forty eight) hours in a calendar month.

- Such hours/days or part thereof as may be involved in any month when the tanker(s)/ bowser(s) was/were shut down due to default or otherwise.

ii) c) Accept such adjustments on the monthly kilometreage statement-cum-bill as the Company's Engineer may make on account of all or any of the following:

A) Deductions for defaults/shut downs not shown correctly.

B) Deductions for penalties in case of breach of contract.

C) Adjustment of kilometre age and corrections as per Clause 4.6(a) hereof agreement.

D) Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

11.2 The monthly kilometre age statement-cum-bill shall be certified by the Company's Engineer after adjustments have been made as reflected hereof and shall be processed for payment on receipt of a clear and unambiguous bill for payment along with the original of the Daily Log Book for that month.

10.2.1 Only Journey authorized by the user department shall be taken as 'Authorized' Journey and will only be considered for payment.

10.2.2 Payment shall be made for the days/kilometre age actually logged on Company's duties as per instructions of the Company's Engineer and as reflected in the Daily Log Book.

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

10.2.4 In case of a default by the Contractor leading to partial or total shut down of the services envisaged under this agreement whether for a full day or part thereof, penalty as per clause no.8.0 hereof shall be levied for each such default on pro-rata basis. The penalty liveable shall be deducted from the monthly bills of the Contractor.

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

10.2.6 Expenditure towards Entry fees/Parking charges incurred by the bowsters enroute to Loading/Unloading Stations will be reimbursed on actual basis on production of Receipts/Cash memo in original.

## **11.0 TERMS OF PAYMENT**

The company will make payment only for the journeys/trips authorized by the Company's Engineer.

11.1 On receipt of the Monthly statement-cum-kilometre age Bill the Company's Engineer shall verify the same with the Daily Log Book and shall process the same after making adjustment as may be necessary for Payment Monthly kilometre age statement/ bills submitted by the Contractor will be cross-checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company will have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.

The monthly statement-cum-kilometreage bill must be accompanied with the following:

- i) Daily Log Book in original for the month.
- ii) Statutory compliance statement per Proforma-V
- iii) Proof of payment to bowser crews per Proforma-IV.

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

(a) (i) For change in Running charges due to change in fuel price, rate is to be reviewed once in 1st week of every month after receipt of HSD rates for the previous month from IOC.

(ii) In cases where the rate change will effect for every 5% (or more) decrease or increase over the tendered HSD price, the rates for the previous month will be reviewed and the rate for the previous month will be fixed by taking average of the last month and the new rate will be calculated for those contracts.

(iii) In cases where the rate change will effect for every 5% (or more) decrease or increase in existing fuel price, the rates for the previous month will be reviewed and if any rate changes have a  $\pm 5\%$  over the existing fuel price [rate at which contract last rate was updated], the new rate will be calculated for those contracts.

b) In event of changes of wages of driver & helper during the currency of the contract as per MOS 24.01.2014, the enhanced amount of monthly wages will be included in the revised fixed charges as applicable. Revised rates of OT will be included in a separate service line as applicable. These revised rates will be calculated considering the monthly wages/OT rates of driver and helper as on bid closing date as base price.

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

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

11.4 The Company will make monthly payment subject to adjustment/ deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly kilometreage statement-cum-bill and a certificate as per Proforma-II annexed herewith for the month for every tanker(s)/bowser(s) on the basis of accepted rates calculation as mentioned in the service agreement. The above period shall be counted from day when all kilometreage statements in respect of all tanker(s)/bowser(s) to be deployed under this agreement are received by the Company.

11.5 In absence of the certificate as per Proforma-II, bill will not be processed for payment and any delay arising out of the same shall be attributable to the contractor.

11.6 A daily log book will be maintained in triplicate. The contractor's representative or his/ her driver should collect the original and a copy of the daily log book has to be submitted with statement-cum-bill in Proforma-I for claiming payment.

11.8 For any reimbursement claim made by the Contractor after expiry date of this Contract will not be entertained.

## **12.0 STATUTORY OBLIGATIONS OF CONTRACTOR**

The contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the tanker(s)/bowser(s) or operation of the services envisaged under this agreement including liability under the Motor Tanker(s)/bowser(s) Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any



other enactment affecting the operation of services under this agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.

### **13.0 DURATION OF CONTRACT**

The terms of this contract shall be for a period of 06 (Six) months commencing from the date of placement of first bowser of the contract. On completion of six months, this Contract shall stand terminated without requiring any notice from either party to the other.

### **14.0 FORCE MAJEURE**

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

### **15.0 ARBITRATION AND CONCILIATION**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1998. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

### **16.0 LEGAL DISPUTE JURIDICTION**

Any legal dispute arising out of this contract will be settled within the jurisdiction of DIBRUGAH DISTRICT COURT, ASSAM.

### **17.0 SPECIAL CONDITIONS OF CONTRACT**

#### **17.1 LIABILITY & INDEMNITY**

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

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

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

17.1.4 Neither the Contractor nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury illness or death is caused unless caused by wilful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

## **17.2 INDEMNITY AGREEMENT**

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

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

## **17.3 INDEMNITY APPLICATION**

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

Occasioned by or contributed to by the negligence, either sole or concurrent of either party.

**17.4 INSURANCE**

Comprehensive insurance of the Bowser: The contractor shall arrange comprehensive insurance of the bowser to cover all risks in respect of their personnel, materials and tanker(s)/bowser(s) belonging to the contractor or his/her contractors or sub-contractors during the currency of the Agreement and shall provide certificates of such insurance.

**17.5 TAXES & LEVIES**

17.5.1 Corporate taxes and other duties including Income Tax arising out of this agreement shall be borne by the contractor as per the laws that may be in force from time to time.

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

**17.6 ASSIGNMENT**

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

**17.7 SUB-CONTRACT**

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

**17.8 STATUTORY OBLIGATIONS**

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

**17.9 COMMENCEMENT DURATION AND MOBILISATION**

17.9.1 Contractor shall place the bowser(s)/tanker(s) within 15 days from the date of issue of LOA (letter of Award)

17.9.2 The duration of the contract will initially be for six months.

**17.10 TANKERS/BOWSERS**

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

17.10.2 Necessary pump for loading and unloading the fluid to be supplied by the contractor along with each vehicle. The broad specification of the pump is given as under:

**SPECIFICATION OF THE CENTRIFUGAL PUMP**

[(To handle water/killing fluid)]

- (a) Density of fluid - 1 to 1.45 gm/cc
- (b) Pump capacity - 20 Kl/ Hr (Minimum)
- (c) Suction head - 5 m (Minimum)
- (d) Total head - 10 m (Minimum)
- (e) Suction end - 50 mm
- (f) Discharge end - 50 mm

The pump may be suitably Mounted on the truck and driven by either independent diesel engine or coupled with P.T.O (Power take off) of the truck. If the pump is driven by independent diesel engine, spark arrestor should be fitted in the exhaust of the same.

The pump should be fitted with flexible suction hose (approx. 50 mm dia and 15 m length) and foot valve to facilitate negative suction and flexible delivery hose of 20 m length.

17.10.3 All the bowsters/tankers for the service must be covered with the valid license from the appropriate Govt. authority. The bowsters/tankers should have valid road permit for carrying minimum 20 KL.

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

17.10.5 All the bowsters/tankers to be provided for the service must be the same tanker(s)/bowser(s) offered at the time of bidding for the contract and shall be road worthy.

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

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

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

17.10.9 All bowsters/tankers for the service must be provided with suitable earthing arrangements, fire extinguishers in working conditions while carrying out the contractual obligations. First Aid Box in the driver's cabin with all requisite items must be provided. All the flange connections of the tank must be properly secured by welding metal strips on all the nuts on both sides.

17.10.10 Statuary warning as per OIL drawing No.1455 must be printed prominently over the tank body before commencement of the contract. The tank body of the bowser shall be painted throughout with French Blue colour on both sides.

17.10.11 All the bowsers/tankers must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS CERTIFICATES, COMPREHENSIVE INSURANCE, TANK CALIBRATIONS CERTIFICATES issued by the Govt. authority copies of which is to be submitted to OIL at the time of placement of bowsers/ tankers. Dipsticks are to be stamped & dated in accordance with the calibration certificates. Owner's name and Contractor's name and address with telephone number(s) shall be inscribed on the right side of the bowser/tanker.

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

17.10.13 The contractors shall not engage bowsers/tankers engaged for transportation of water/ kill fluid of the Company for other works.

17.10.14 During the entire tenure of the Contract the Contractor have to deploy the same bowsers/tankers offered in the bid., unless agreed to by the Company on written request from the Contractor. If agreed by the Company, the replacement tankers/ bowsers should be of the same specifications of that of the original bowsers/ tankers and of same or latest vintage than the original bowser.

17.10.15 The Contractor shall not hire bowsers/tankers for deployment under this contract from the party(s) blacklisted or the bowsers which are dehiored on crude oil pilferage ground by the Company/Govt Dept/PSU. An undertaking to this effect is to be submitted by the Contractor along with their bid.

## **18.0 PROCEDURES OF COLLECTIONS, TRANSPORTATION AND DELIVERY OF WATER/ KILL FLUID**

18.1 The contractor/his representative/driver will check and verify the quantity and quantum of water/ kill fluid loaded to their tanker/bowser by the company's personnel at loading point.

18.2 No water/kill fluid should leak from the body of the bowser/tanker or drained off in any manner after sealing off the outlet points.

18.3 On taking delivery from the OIL's representative, contractor must ensure that the seals at the outlet of each chamber and the top cover on top of each chamber are intact till the water/kill fluid is delivered at the unloading points.

18.4 The contractor must ensure that no loss of water/kill fluid occurs during transportation.

18.5 Loaded tanker must reach the unloading point within the stipulated time as given in the Clause-19.1 hereof. Inordinate delay in travel time must be intimated in writing to the Company's representative either at the loading point or unloading point within a reasonable time not exceeding 24 hrs.

18.6 The seals fixed at the outlet of each chamber and top cover of each chamber of the bowser/tanker must not be tampered. Company's representative at the unloading points will check and verify the seals before unloading. In case of any doubt about the seals, Company will have the right to carry out thorough investigation and take necessary action as deemed fit.

18.7 The driver and other personnel engaged for the service should not be under influence of alcohol or any intoxication while carrying out the contractual obligations.

18.8 On completion of delivery, the contractor is to obtain signature of the Company's representative on delivery challans in token of delivering the right quality & quantity of water/kill fluid at the unloading points. The receipt/challan and the requisition slips are to be returned to the company at the office of the Engineer in-charge of the unloading point.

18.9 In case of any discrepancy/dispute in dip measurement and any quality of the water/kill fluid on arrival at the unloading point, the decision of the Company shall be final and binding on the contractor.

18.10 Company's representative at the unloading point/station may refuse to accept loaded tanker/bowser if there is reasonable proof of attempted tampering of the seals or pilferage of any nature. In such case, Company will hand over the case to the Govt. authority at the earliest possible time.

18.11 The loaded tanker/bowser is to ply on the specific routes as directed by the Company. Prior written permission is to be obtained from the operating department in case bowsers are to be diverted through an unspecified route.

18.12 In case of road blockade etc. the Contractor shall inform the operating department for diversion of the loaded tanker/bowser through the alternate route.

18.13 Services of the tanker/bowser are not to be utilised for carrying other than water/kill fluid during the tenure of the contract.

18.14 THE CONTRACTOR MUST ENSURE THAT THE QUANTITY AND QUALITY OF THE TRANSPORTED WATER/KILL FLUID SHALL REMAIN INTACT TILL THE WATER/KILL FLUID IS DELIVERED AT THE UNLOADING POINT. ANY SHORTFALL &/OR DETERIORATION OF THE QUALITY OF KILL FLUID SHALL BE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DEALT AS PER CLAUSE OF THE CONTRACT.

18.15 THE CONTRACTOR SHALL CARRY OUT ITS SERVICES SEVEN DAYS A WEEK THROUGHOUT THE CONTRACTUAL PERIOD AND DURING EXTENSION PERIOD, IF ANY. HOWEVER, THE DUTY HOURS FOR THE CREWS OF THE BOWSERS (TANKERS) WILL BE 8 (EIGHT) HOURS/DAY.

18.16 IN CASE THE CREW(S) IS/ARE REQUIRED TO BE DEPLOYED BEYOND 8 (EIGHT) HOURS IN A DAY, THE CREW(S) SHALL BE PAID APPLICABLE OVERTIME WAGES.

## **19.0 SPECIAL CLAUSES**

**19.1 TRAVEL TIME REQUIRED**

DISTANCE TRAVEL TIME should be @ 20 Km/Hour.

(Above travel time will be reviewed time-to-time depending on the road conditions and other factors.)

19.2 In case of delay in arrival to the unloading point by more than the specified time limit as given in clause 19.1 hereof, the bowser/tanker driver shall bring a certificate from the Contractor giving detailed reason of such delay.

19.3 In case of shut-down/breakdown of bowser/tanker, Contractor must ensure to bring the entire quantity of kill fluid from such bowser/tanker to the destination.

19.4 During any unforeseen bandh, strikes etc., the Contractor will take all necessary steps as advised by the Production (Oil) Department to facilitate uninterrupted operations.

**21.0 SAFETY MEASURES**

21.1 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

21.2 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

21.3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.

21.4 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

21.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

21.6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/ nature, he should develop and provide to the mine owner a site specific code of practice in line.

21.7 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

21.8 The contractor shall submit to DGMS returns indicating # Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

21.9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

21.10 It will be entirely the responsibility of the Contractor/his Supervisor/ representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

21.11 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

21.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

21.13 The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.

21.14 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

21.15 If the company arranges any safety class/ training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

21.16 The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.



21.17 To arrange daily tool box meeting and regular site safety meetings and maintain records.

21.18 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

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

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

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

21.22 In case Contractor is found non-compliant of HSE laws as required, company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized as per prevailing relevant Acts/Rules/Regulations.

21.23 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, company will have the right to direct the contractor to cease work until the non-compliance is corrected.

21.24 The contractor should prevent the frequent change of his contractual employees as far as practicable.

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

21.25 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.

21.26 The bidder shall submit Bank Account number, VAT Regd. number, Provident Fund Code number (Direct Code)/or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

## **22.0 PENALTY**

i) For non-deployment of tanker(s)/bowser(s) (excluding the allowable time for maintenance & refuelling time) penalty shall be levied at the rate of Rs. 2000.00 (Rupees two thousand only) per day on pro-rata basis for up to 2 (two) hours delay for the period of non-deployment of the bowser(s)/tanker(s). Beyond 2 (two) hours of delay, penalty shall be levied at the rate of Rs. 2000.00 (Rupees two thousand only) per day for the period of non-deployment.

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

ii) For non-deployment of tanker(s)/bowser(s) during any bandh/strike if company provides security, penalty will be levied at a rate of Rs.2000.00 per day per bowser and the pro-rata fixed charge for the period of non-deployment of the bowser(s)/tanker(s) will not be payable.

iii) In case of default as mentioned below, penalty shall be levied as per sub-clause 22(i) above.

a) Delay in initial placement of tanker(s)/bowser(s) beyond the stipulated date.

b) Unsuitability of the Driver or Attendant and/or working crew.

c) Drunkenness and intoxication of the driver and/or the Attendant/crew.

d) Non-availability of tanker(s)/bowser(s) due to any reason, whatsoever, including but not limited to the following conditions

i) Deteriorated mechanical condition of the tanker(s)/bowser(s) and/or breakdown.

ii) Due to inadequate routine maintenance.

iii) Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.

e) Non-possession of the valid permits and licenses for the crew and tanker(s)/bowser(s).

f) Non-supply of fuel.

g) Delay in placement of tanker(s)/bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorised and un-timely release of tanker(s)/bowser(s) on any day without prior permission and authorization from the Company /engineer during the tenure of this Agreement.

h) If the Contractor keeps the tanker(s)/bowser(s) at station other than the stipulated Base Station without the authorization of the Company Engineer.

i) Non-availability of tanker(s)/bowser(s) due to defects detected upon periodic inspection/tests by the Company.

j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.

k) Non-availability of tanker(s)/bowser(s) or crew when required by the Company Engineer.

l) Failure on the part of contractor to discharge his/her obligations as set out in Clause 4.0 of SCC hereof and/or failure on part of the contractor to abide with particular instructions as set out in clause 5.0 of SCC hereof and/or failure on part of the contractor to obey the

Instructions of the company engineer as set out in clause 6.0 of SCC hereof.

m) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

n) Non-availability of tanker(s)/bowser(s)/crew.

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

iv) In case, the Contractor fails to place the bowser/tanker for duties in time on any particular day, without prior permission from Company, then delayed placement/duty timings will not be accepted. On such occasions bowser/tanker will be treated as shut-down and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given above.

- v) Similarly, if the tanker/bowser is found to be deployed for any other duties during the period when released for parking at the base station and/or during the period when allowed for routine, Servicing/maintenance, then also tanker/bowser(s) will be treated as shutdown and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given in clause 22(i).
- vi) If it is detected during technical scrutiny or later, that the vendor had submitted a fake document, the contract will be cancelled and the party will be blacklisted for a period of 03 years.
- vii) Vendors/Bidders should submit an affidavit to certify that the genuineness of documents/certificates submitted by them along with their bids.
- viii) Irrespective of the time period of debarring/blacklisting, the firm submitting forged/fake documents will not be allowed to participate in the next tender of similar nature, even if it takes place after the period of debarment is over.
-

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

**SUB: SAFETY MEASURES****Description of service:**

HIRING OF 02 (TWO) NOS. OF 20 KL CAPACITY BOWSERS WITH SELF-LOADING AND UNLOADING FACILITIES FOR TRANSPORTATION OF STATIC WATER/KILL FLUID.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

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

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

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the

person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall 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.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer /Engineer/Official/Supervisor/Junior Engineer for safe operation.

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

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

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

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

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the

requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR





B.T. No. ....		<b>OIL INDIA LIMITED</b> (A Govt. of India Enterprise)		PROFORMA - II					
<b>MONTHLY KILOMETERAGE STATEMENT CUM-BILL FOR HIRED VEHICLE</b>									
Type of Vehicle : .....		Tax Paid upto : .....							
Month : ..... Year : .....		Insurance valid upto : .....							
Agreement No : ..... W.O. No. ....		Permit valid upto : .....							
Vehicle Regd No. : .....		Fitness valid upto : .....							
Name of user Department : .....		Pollution valid upto : .....							
Daily Duty timing of Driver(s) : .....									
Date	Opening K. M.	Closing K. M.	Total K. M.	K.M. run on Company Duty	Private K. M.	Shutdown Details	O.T. (Hrs.) for Driver	O.T. (Hrs.) for Helper(s)	Remarks
1									
2									
3									
4									
5									
6									
7									
8									
9									
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24									
25									
26									
27									
28									
29									
30									
31									
Total									

**SUMMARY OF DUTIES**

- Total No. of days & hrs. on Company Duty : .....
- Total K. M. run on Company Duty : .....
- Number of extra helpers :
  - Nos. for ..... days
  - Nos. for ..... days
 (In case of Truck etc.)
- Overtime in hrs
  - Driver.....
  - Helper (in case of Truck etc.).....

Checked & corrections made wherever necessary .

Signature of HoD of user department .....

Name ..... Designation ..... Salary Code .....

Signature of Contractor .....

Name .....

Name of Contractor \_\_\_\_\_

Agreement No. \_\_\_\_\_

Contract No. \_\_\_\_\_

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

This is to certify that all statutory regulations effecting the operations of the above-mentioned Agreement have been complied with for the services rendered to Oil India Limited during the month of \_\_\_\_\_.

It is also certified and all drivers etc. employed by the undersigned in the operation of hired tanker(s)/ bowser(s) contract under contract no. \_\_\_\_\_ have been paid wages and the terms and conditions of their employment have been regulated strictly in accordance with the provisions of the relevant statutes/gazette notification governing the same.

Signature of Contractor \_\_\_\_\_

Name of the Contractor \_\_\_\_\_

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

**DECLARATION OF PAYMENT OF WAGES TO DRIVER &  
HELPERS/ATTENDANTS**

Month & Year:

Contract No:

Vehicle registration number:

Name of contractor:

Hiring services of:

It is hereby certified that the applicable wages in full to the crew(driver(s)/helper(s)) listed below has been paid as per the MoS dated 24.01.2014 engaged against the above mentioned contract with OIL INDIA LIMITED.

I hereby also undertake that I shall solely be responsible for making the due payment to the crew and hereby indemnifies the Company against any default/claim in this regard.

Name of Payment for Details Amount Signature of Driver/for the period of payment (Rs.) Driver/Helper/From To (copy Helper/Attendant enclosed) Attendant

Note: Additional format to be attached in case more number of driver/helper/attendant.

To be enclosed with monthly statement/bill/COP

DATE: NAME AND SIGNATURE OF THE CONTRACTOR

FORMAT - II

DETAILS OF TANKERS TO BE DEPLOYED FOR THE SERVICE

BIDDER's NAME

Details of bowzers: (To be written as per the points mentioned below in Tabular Form)

Sl. No.:

Register No. of the tanker:

Owner's name in the register book:

Month & year of Manufacture:

Date of registration:

Tanker capacity:

Details of certificates as required to be submitted by the contractor:

Details of letter of intent from the tanker's owner:

Signature of the bidder

Seal of the Firm

Name of Contractor \_\_\_\_\_

Agreement No. \_\_\_\_\_

Contract No. \_\_\_\_\_

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

This is to certify that all statutory regulations effecting the operations of the above-mentioned Agreement have been complied with for the services rendered to Oil India Limited during the month of \_\_\_\_\_

It is also certified that all drivers etc. employed by the undersigned in the operation of hired tanker(s)/bowser(s)s contract under \_\_\_\_\_ have been paid wages and the terms and conditions of their employment have been regulated strictly in accordance with the provisions of the relevant statutes/gazette notification governing the same.

Signature of Contractor \_\_\_\_\_

Name of the Contractor \_\_\_\_\_

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

**BID FORM**

**To**  
**M/s Oil India Limited,**  
**P.O. Duliajan, Assam, India**

**Sub: IFB No. CDO5969L18**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ **“NOT TO BE QUOTED HERE”** (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 as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of contract value for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

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

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**STATEMENT OF NON-COMPLIANCE (IF ANY)****(Only exceptions/deviations to be rendered)**

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

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**TO  
CGM (CONTRACTS)  
OIL INDIA LIMITED  
P.O. DULIAJAN-786602  
Assam, India**

Sir,

**SUB: OIL's IFB No. CDO5969L18**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO5969L18** for **Hiring of 02 (Two) nos. of 20 kl capacity bowsters with self-loading and unloading facilities for transportation of static water/kill fluid.**

Yours Faithfully,

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

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**PROFORMA LETTER OF AUTHORITY**

**TO  
CGM-CONTRACTS  
Contracts Department  
P.O. DULIAJAN PIN-786602  
Dist. Dibrugarh, Assam  
India**

Dear Sir,

**SUB: OIL's IFB No. CDO5969L18**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm \_\_\_\_\_ that \_\_\_\_\_ Mr.

\_\_\_\_\_  
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. **CDO5969L18** for **Hiring of 02 (Two) nos. of 20 kl capacity bowzers with self-loading and unloading facilities for transportation of static water/kill fluid** for any commercial/Legal purpose etc.

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

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

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

Yours faithfully,

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

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

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

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



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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

---

**FORMAT FOR UNDERTAKING**  
**(IN TERMS OF BRC CLAUSE NOS. 1.2.4 & 1.2.5 OF TENDER NO. CDI6634P15)**  
**(On Non-Judicial Stamp Paper of Rs. 100/-)**

**TO BE NOTORISED**

**To,**

**CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN**

Dear Sirs,

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO**  
**CDO5969L18**

This is in connection with the Bid submitted by .....against Tender No. **CDO5969L18** for hiring of services of 20KL Bowsers. The bid has offered following vehicles for placement in OIL:

<u>Vehicle Registration No.</u>	<u>Year of Manufacture</u>	<u>Name of the</u>
<u>Owner</u>		

**1.....**

**2.....**

Now, I / we, the Bidder and owner of the above mentioned vehicles do hereby confirm and undertake that the offered vehicles, as detailed hereinabove

- Shall be placed in OIL for entire period of contract or period of extension, if any, in the event of award of the contract to the bidder, except otherwise as provided in Clause-8.4 of the Special Condition of the Contract(SCC) of the Tender.
- Are not offered and/or included in any other offer(s) under the subject Tender.
- Shall not be transferred in the name of any other person during the period of contract or any extension thereof, except on account of death of the owner.

I/We, further agree and undertake that in case of any violation of the above undertaking, OIL shall be at liberty to take appropriate action against me/us in terms of the Tender.

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

Yours faithfully,

**Authorized Signatory** \_\_\_\_\_  
**(BIDDER and OWNER OF THE VEHICLES at Sl. 1& 2)**

**Place:**

**Date:**

**CERTIFICATE OF NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s ..... (Name of the Bidder) for the last three (03) completed accounting years upto ..... **(as the case may be)** are correct.

<b>YEAR</b>	<b>NET WORTH</b> In INR

Place:

Date:

Seal:

Membership Number :

Signature

Registration No. :

**Enclosure-B****Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To,

Oil India Limited

\_\_\_\_\_

\_\_\_\_\_

India

Dear Sirs,

**1.** In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

**2.** We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

**3.** The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

**4.** The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**5.** The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

**6.** This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

**7.** The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

**8.** The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

**9.** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

WITNESS NO.1

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

WITNESS NO.2

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_