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CORRIGENDUM NO. 3 DATED 04.06.2022

to

Tender No. CDI0287P23

for

Hiring of services for collection, transportation and disposal of garbage and Municipal Solid Waste (MSW) by engaging 02 (two) Nos. of trucks against each locations for a period of 02 (two) years.

This Corrigendum is issued to notify the following changes:

1.0 BID EVALUATION CRITERIA (BEC)-BID REJECTION CRITERIA (BRC):

Revised **BID EVALUATION CRITERIA (BEC)-BID REJECTION CRITERIA (BRC)** has been uploaded as replacement of existing.

2.0 SPECIAL CONDITIONS OF CONTRACT (SCC):

Revised **SPECIAL CONDITIONS OF CONTRACT (SCC)** has been uploaded as replacement of existing.

3.0 PRICE BIDDING FORMAT:

Revised **PRICE BIDDING FORMAT** has been uploaded as replacement of existing

4.0 PART-II, SCHEDULE OF RATES (SOR):

Revised **PART-II, SCHEDULE OF RATES (SOR)** has been uploaded as replacement of existing

All others terms and conditions of the Bid Document remain unchanged.

**ALPHONSE
DAIMARI**

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ALPHONSE DAIMARI
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SR. OFFICER- CONTRACTS (S)

BID EVALUATION CRITERIA (BEC) – BID REJECTION CRITERIA (BRC)

1.0 BID EVALUATION CRITERIA (BEC):

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

1.1 Technical Criteria:

1.1.1 The Bidder must be incorporated / constituted in India and must maintain more than or equal to 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, notification vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies. In this regard, the bidder must submit an undertaking from the authorized signatory of bid having the power of Attorney along with the bid stating the bidder meets the minimum LC requirement and such undertaking shall become part of the contract.

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

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the percentage (%) of local content in their bid, without which the bid may be liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking **PROFORMA-XV** from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement **(Categorically specifying the % of LC)** and such undertaking shall become a part of the contract, if awarded.
- (c) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation / Registration or any other valid document(s) which substantially establishes its constitution in India.

1.1.2 The service is required for 03 different Locations (location 01 to location 03) of Duliajan and Moran. A bidder can submit bid for any one of the following three available options:

- i) For 01 No of location.
- ii) For 02 Nos of locations.
- iii) For 03 Nos. of locations.

For details of the locations please refer Part-III SCC of the tender. The bidders need not to indicate the locations of service in their offer. If the services is required to be awarded to more than one bidders based on tender conditions in such a situation the locations shall be allocated to the successful bidders as shown in para xx below:

In each locations 02 nos. of readily available trucks are to be engaged with the requisite crew as mentioned in Part-III SCC of this tender. The make and model of the offered trucks must be - **TATA LPT 1613 TC COWL BS-III or equivalent / higher model with latest emission norms**, along with the fittings for 8 (eight) feet high strong netting on the two sides of the body. The vintage of the vehicle must not be earlier than **01.01.2015**.

- a. **If the Bidder is bidding for 03 (three) Nos. of locations**, then he / she / they shall have experience of successfully completing at least one **SIMILAR work** of value **Rs. 66,25,300.00 (Rupees Sixty-Six Lakh Twenty-Five Thousand Three Hundred)** only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company.
- b. **If the Bidder is bidding for 02 (two) Nos. of locations**, then he / she / they shall have experience of successfully completing at least one **SIMILAR work** of value **Rs. 44,16,900.00 (Rupees Forty-Four Lakh Sixteen Thousand Nine Hundred)** only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company.
- c. **If the Bidder is bidding for 01 (one) No. of location**, then he / she / they shall have experience of successfully completing at least one **SIMILAR work** of value **Rs. 22,08,500.00 (Rupees Twenty-Two Lakh Eight Thousand Five Hundred)** only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company.

Notes to Clause No. 1.1.2 (a), (b) & (c) above:

Bidder must qualify the minimum experience criteria of “SIMILAR work” according to number of location(s) he / she / they has/have quoted for (maximum of 03 locations). If a bidder quotes for more number of locations than the number of location(s) his / her/their experience is sufficient for as per the tender conditions, than his / her/their bid will be rejected straightway.

- (d) The numbers of locations the bidder has quoted for and the make and model of the trucks offered by the bidder must be clearly mentioned in the **PROFORMA-XVII**. Bidders to note & confirm their acceptance in the above Proforma that they shall not be allowed to change the quoted number of location(s) after the technical bid opening date, under any circumstances.

- 1.1.3** Bidder must submit a notarised undertaking on Non-Judicial Stamp Paper as per **PROFORMA-XIII** regarding compliance of Minimum wage, P.F., Bonus & ESIC as per the applicable Acts. Bids submitted without this undertaking will be summarily rejected without assigning any reasons.

- 1.1.4** The offered trucks must be registered in the name of the Firm or in the name of the owner / proprietor (in case of sole proprietorship firm).
- 1.1.5** If any of the offered trucks is engaged in any of the contracts being awarded by any Central Govt. / State Govt. / PSU / State Govt. Enterprise / E&P company including OIL, as on bid closing date, then the concerned bidder shall submit a NOC from the concerned aforesaid organization along with their bid.
- 1.1.6** The bidder(s) are to submit the following information / documents along with the bid in support of the trucks offered by them.
- i.** Copy of Registration Certificate.
 - ii.** Copy of valid Vehicle Insurance.
 - iii.** No objection certificate (if applicable), refer Clause No. 1.1.5 above.
 - iv.** Undertaking as per **PROFORMA-XVII**.

Notes to BEC Clause No. 1.1.2:

- A.** “SIMILAR work” mentioned above means ‘**Experience in Transportation and disposal of Municipal Solid Waste**’
and/or
‘**Experience in Providing transport services involving Light Passenger Vehicles / Buses / Heavy Vehicles / Logistic Equipment / any other road transport services**’.
- B.** For proof of requisite Experience (refer Clause No. 1.1.2), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:
- (i)** Contract document / LoA / WO showing details of work,
AND
 - (ii)** Job Completion Certificate showing:
 - (i)** Gross value of job done
 - (ii)** Nature of job done and Work order no. / Contract no.
 - (iii)** Contract period and date of completionOR
 - (iii)** SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:
 - (i)** Work order no. / Contract no.
 - (ii)** Gross value of jobs done
 - (iii)** Period of Service
 - (iv)** Nature of Service
- C.** Only Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s), Job Completion certificate are not acceptable as evidence of experience. However, if Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL’s own records of execution.
- D.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value,

as stipulated under Clause Nos. 1.1.2, will only be treated as acceptable experience.

E. Following work experience will also be taken into consideration:

- (i)** If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
 - (ii)** In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
 - (iii)** If the prospective bidder has executed a contract in which similar work is a component of the contract.
- In case the document submitted as per **Para B, (i), (ii) & (iii)** above are not sufficient to establish the value / quantity / period of the similar work experience submitted as per **Para E., (a), (b) & (c)** above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of SIMILAR work which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).
- F.** Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation.
- G.** SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

1.2 Financial Criteria:

- (i)** If the bidder is bidding for **03 (three) Nos. of locations** Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 39,75,200.00 (Rupees Thirty-Nine Lakh Seventy-Five Thousand Two Hundred)** only.
- (ii)** If the bidder is bidding for **02 (two) Nos. of locations**, Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 26,50,200.00 (Rupees Twenty-Six Lakh Fifty Thousand Two Hundred)** only.
- (iii)** If the bidder is bidding for **01 (one) No. of location**, Annual Financial turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 13,25,100.00 (Rupees Thirteen Lakh Twenty-Five Thousand One Hundred)** only.
- (iv)** **Net worth** of bidder must be positive for preceding financial / accounting year.

Note:

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"
- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

Notes to BEC Clause No. 1.2:

A. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:

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

OR

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

*Note:

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

- 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 evidences for the same.

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

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

C. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **A.** and **B.** above.

- 1.3** Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 1.4** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 1.5** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 1.6** **Price Bids of techno-commercially qualified bidders will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST as per the PRICE BID FORMAT.**
- 1.7** **The unit rate quoted by the bidder against Item No. 10 must be greater than the price mentioned in the price bidding format. During Price evaluation, if it is found that the quoted price does not comply the minimum fixed price, such offer(s) shall be straightway rejected.**
- 1.8** 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.
- 1.9** 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.
- 1.10** 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.
- 1.11** Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 (two) decimal places without rounding off for evaluation.
- 1.12** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 1.13** Only one bid against a party offering individually as well as under Proprietorship / Partnership firms shall be accepted, In case any bidder is found to submit separate bids under proprietorship as well as under any

Partnership firm then the acceptable bid made in the name of proprietorship firm will only be considered for evaluation.

1.14 PURCHASE PREFERENCE CLAUSE: MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) are eligible for Purchase Preference as mentioned below:

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

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

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

(d) Documentation required to be submitted by MSEs:

Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 issued by Ministry of Micro, Small and Medium Enterprise. The existing enterprises registered under EM-PART-II or UAM till 30.06.2020 shall continue to be valid only for a period up to **30th June, 2022**.

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

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

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

1.15 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference policy-linked with Local Content (PP-LC) - notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the **Notification No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.**

Note: 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 and declare the policy under which they want to avail benefit as per **Clause No. 4.0 of ITB.**

- 1.15.1** Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIV**) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.
- 1.15.2** Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- 1.15.3** Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 1.15.4** In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.
- 1.15.5** In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

1.16 AWARD OF CONTRACT:

- 1.16.1** Evaluation of offered rates will be done based on the total price quoted for one No. of location. The bidder with the lowest quoted rate for one No of location will be declared as L1. The ranks will be re-evaluated after giving purchase preference to the MSE bidders within L1+15% price band and PPLC bidders within L1+20% price band as per the clause 1.14 & 1.15 above.

Note:

- i) If the lowest quoted bidder happens to be other than MSE bidder, the lowest quoted MSE bidder within the L1+15% price band, upon accepting to match with the lowest quoted offer will be ranked as L1. Subsequently, the other MSE bidders within the L1+15% price band, if any, will be given

preference over non MSE bidders to rank as L2, L3....based on their original quoted rates subject to matching their rates with that of lowest quoted offer.

ii) In case the lowest quoted bidder happens to be a MSE bidder, it will remain as the L1 bidder. The other MSE bidders within the L1+15% price band, if any, shall be given preference over non MSE bidders to rank as L2, L3....etc. based on their original quoted rates subject to matching their rates with that of the lowest quoted offer.

(a) The lowest bidder (rank L1) will be offered the contract for providing the services of “X” Nos. of location(s) where “X” is the number of location(s) offered by the L1 ranked bidder. L2, L3 & so on bidders will be offered services of location [Number of location(s) will be as per scenarios shown in the table given under clause No. 1.17, (d) below] by proportionately matching their rates with L1 bidder. However, if any of the other bidders (L2, L3, etc.) refuses to match their price to that of the L1 bidder, the next lowest bidder will be considered for the award of contract subject to proportionately matching their rates with that of the L1 bidder. Accordingly, the ranking of the bidders accepting to match their prices to that of L1 bidder will be re-allocated in order of their originally quoted offer i.e. lowest bidder accepting to match with the L1 rates will be considered as evaluated L2, next lowest bidder accepting to match with the L1 rates will be considered as evaluated L3 and so on.

(b) Award of Contract will be done under the following scenarios based on the number of location(s) the bidder has quoted for:

Scenarios	Nos. of location Quoted by evaluated bidder	Nos. of location to be offered to the evaluated L1 bidder	Nos. of location to be offered to the evaluated L2 bidder	Nos. of Truck to be offered to the evaluated L3 bidder
1	L1-3 L2-1/2/3 Others-1/2/3	3	-	-
2	L1-2 L2-1/2/3 Others-1/2/3	2	1	-
3	L1-1 L2-2/3 Others-1/2/3	1	2	-
4	L1-1 L2-1 Others-1/2/3	1	1	1

May please be noted from table above that a bidder, although, has quoted for 02 or 03 numbers of locations, he/she/they may be awarded contract for less than their quoted number of locations in the scenario shown in sl. No. 2,3 and 4.

(c) **Locations to be allotted to the Successful L1, L2 & L3 bidders:**
Depending upon the above scenarios, Locations of job shall be allotted as shown in table below.

Scenarios of above Table	Locations to be awarded		
	L1	L2	L3
1	All three locations	Does Not arise	Does Not arise
2	Location 1 & 2	Location 3	Does Not arise
3	Location 1	Location 2 & 3	Does Not arise
4	Location 1	Location 2	Location 3

For details of locations please refer PART-II, SCC of the tender document.

Note:

- (i) In case, bidders happen to be two or more in the same position, priority list will be prepared by drawing lottery among the bidders within the same positions, Accordingly, L1, L2 & L3 position will be prepared for the award of Contract.
- (ii) No preference will be given for higher specifications / model trucks, than that as specified in the tender.

1.17 MATCHING OF PRICE: The quoted rates of Line items which are on the higher side in comparison to that of the L1 bidder shall be reduced proportionately so that the total bid price matches with that of the L1 bidder. The original rates quoted by the bidders will not be allowed to increase under any circumstances.

2.0 REJECTION CRITERIA (BRC):

2.1 The bids are to be submitted in **Single-Stage Two-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 Security Declaration** (as per **PROFORMA-V**) shall be furnished as a part of the Techno Commercial Un-Priced Bid. Any bid not accompanied by a proper Bid Security Declaration duly signed by an authorized signatory will be straightway rejected.

2.4 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.

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

2.6 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.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed 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.

- 2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.9** Bids are invited under **Single-Stage Two-Bid System**. Bidders must submit both “Technical” and “Price” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under “Technical Attachment” Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under “Notes and Attachments”.
- 2.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i)** Firm price
 - (ii)** Bid Security Declaration
 - (iii)** Period of validity of Bid
 - (iv)** Price Schedule
 - (v)** Performance Bank Guarantee / Security deposit
 - (vi)** Delivery / Completion Schedule
 - (vii)** Scope of work
 - (viii)** Guarantee of material / work
 - (ix)** Liquidated Damages clause
 - (x)** Tax liabilities
 - (xi)** Arbitration / Resolution of Dispute Clause
 - (xii)** Force Majeure
 - (xiii)** Applicable Laws
 - (xiv)** Specifications
 - (xv)** Integrity Pact
- 2.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-Priced Techno-Commercial Bid.
- 2.12** Bid received with validity of offer less than **120 (One Hundred Twenty) days** from the date of Technical Bid opening will be rejected.
- 2.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

In the event of any dispute between the management and the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both parties are agreeable, they may try to settle dispute

through mediation before the panel of IEMs in a time bound manner. if required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees / expenses on dispute resolution shall be equally shared by both parties.

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** Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.
- 3.3** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC-BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be 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.
- 3.4** If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.
- 3.5** 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.
- 3.6** 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.
- 3.7** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 3.8** **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

- 4.0** **CHECKLIST FOR BEC-BRC**: Enclosed as ***TECHNICAL EVALUATION SHEET*** and ***COMMERCIAL CHECK-LIST***. To be submitted along with the technical bid.

PART-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.0 SCOPE OF WORK:

1.1 The contractor shall be responsible for providing services for collection, transportation and disposal of Garbage and Municipal Solid Waste (MSW) on daily basis by engaging 02 (two) Nos. of readily available trucks against each locations allotted. The make & Model of the engaged trucks should be- **Model No. TATA LPT 1613 TC COWL BS-III or equivalent make & model with higher specification and latest emission norms. The vintage of the trucks should not be earlier than 01.01.2015.** The Trucks should have fittings of 8 feet high strong netting on the two sides of the body.

1.2 The area of operation to be covered are:

(i) **Location No. 1:** DX, TDX, TD+, AX, AT, BT, CT, BX+, Bachelor quarters, Tingrai housing areas & Public areas near by OIL township etc. daily under Medical Department or any other area as directed by the HoD-MS or his authorized representative.

(ii) **Location No. 2:**

Vehicle I: CISF-Camp, L&D, KV, NIA, OCS/GCS-4, Well No. 50, Water Injection-21, CMT-Office, New Bus Stand, Kamlabari, Dhobi Ghat, Public areas near by OIL Town ship, daily under Medical Department or any other area as directed by the HoD-MS or his authorized representative.

Vehicle II: CISF Moran Camp, Moran OIL Township, Moran Bungalows areas, Moran OIL Housing area, Moran OIL Market, Moran Industrial area & Operational areas etc. daily under Medical Department or any other area as directed by the HoD-MS or his authorized representative.

(iii) **Location No. 3:** OIL market, Old Bus Stand, All SAP areas of Kamalabari, Kalibari & Central Namghar, Fancy Bazzar dust bin, Company Kamalabari bus stand daily under Medical Department or any other area as directed by the HoD-MS or his authorized representative.

1.3 Against each location allotted to the contractor, the contractor shall deploy 02 (two) Nos. of Trucks along with requisite tools & tackles for 24 hours and crew for 08 hours of normal duty.

2.0 PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

- 2.1 The Contractor shall deploy 08 (eight) Nos. of Workers daily (365 days) with each Truck i.e. 01 (one) driver, 01 (one) Helper and 06 (six) nos. of supporting workers for providing service under the Contract.

Note: The contractor should provide one supervisor for regular supervision of the given jobs and ensure that the jobs are carried out to the satisfaction of HoD-MS or his Authorise Representative.

- 2.2 Each truck must have a tarpaulin sheet to cover the garbage (MSW) while transporting for disposal at Garbage Disposal Site.
- 2.3 The Vehicles must have 08 feet high strong netting on the two sides of the body.
- 2.4 Each Truck must have "**ON OIL INDIA DUTY**" painted prominently on its windscreen.
- 2.5 The readily available trucks must be registered in the name of the Contractor and remain so throughout the Contract period including extension, if any.
- 2.6 Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.

OR

In case bidder doesn't have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same before issue of Work Order by OIL.

2.7 **PERIODIC INSPECTION OF THE TRUCKS:**

- i. On initial placement.
- ii. On as and when considered necessary by the Company Engineer during the tenure of contract agreement.

- 3.1 Provision for necessary fuels, lubricants, tools and repair service to carry out the work.
- 3.2 Contractor shall report to CGM-Medical Services (HoD or his authorised representative at 7.00 AM on all working days. The normal duty time is 08 (eight) hours.
- 3.3 Total working days in 02 (two) years = 365 days per year x 2 years = 730 days.
- 3.4 "Monthly kilometerage statement cum Bill" means the format specified by the Company.
- 3.5 "RUNNING CHARGE PER KILOMETER" means the rates stipulated in Item-20 of Section-II(SOQ) hereof and shall be deemed to include all the expenditures of the

contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the Truck.

3.6 "Statutory Acts" means all the State and Central Government statutes and regulations effecting the operation of the services under this agreement as may be in force from time to time and shall particularly include but not be limited to the following:

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

3.7 "Due date of placement" means the date stipulated in the L.O.A.

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

3.9 Crew consists of one Driver (skilled category) possessing appropriate professional driving licence issued by the Regional Transport Authority, one helper (semiskilled category) and 06 numbers of labourers (unskilled category).

3.10 "Default" means any of the following commissions or omissions by the service provider or his / her crew which will lead shut down of vehicle (s) and or breach of contractual obligations:

- i.** Drunkenness and intoxication of crew or any of the crew members.
- ii.** Non-availability of vehicle(s) due to any reason, whatsoever, including but not limited to Deteriorated mechanical condition of the vehicle(s) / or breakdown.
- iii.** Non-possession of valid permits and licenses of the driver and/or the truck(s).
- iv.** Non availability of fuel, tools & tackles and crew.
- v.** Engagement of crew without proper PPE.
- vi.** Delay in placement of vehicle(s) and/or crew on any day as per the instruction of the Company's authorised person and untimely release of vehicle(s) and/or crew on any day without prior permission and authorisation from the Company's authorised person on any day during the tenure of this agreement;

- vii.** Any other acts or omissions by the Contractor or his / her crew whether specified or not hereof which disrupt the continuity of the services envisaged under this agreement.
- 3.11** "SHUT DOWN" means disruption / non-availability of the service due to any of the defaults from **sub clause i to vii mentioned in Clause No. 3.10.**
- 3.12** "SHUT DOWN" shall also mean the non-availability of the service due to an accident or any other reason not attributable to the Company.
- 3.13** "PRO-RATA SERVICE CHARGE PER DAY" means the Service Charge per month as per Line Item No. 10 of Part-II (SOQ), divided by 30(Thirty) days.
- 3.14** "PRO-RATA SERVICE CHARGE PER HOURS" means "PRO-RATA SERVICE CHARGE PER DAY divided by 08 hours.
- 3.15** "PENALTY" means the amount payable by the Contractor in the event of breach of contract as stated in **sub clause i to viii mentioned in Clause No. 3.10** which shall be at a rate of the pro-rata per day or per hour (whichever is applicable) service charge per truck. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise
- 3.16** In case of default, the Company's representative shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, the service shall be treated as shut down and the pro-rata service charge per day or per hour (whichever is applicable) per truck shall not be paid for the period of shut down and penalty as applicable shall be levied.
- 3.17** 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.
- 4.0 EXECUTION OF WORK:** All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed specification and instructions as may be furnished from time to time to the contractor by the HoD-MS or his Authorize representative whether mentioned in the contract. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial proper and workmanlike manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the HoD-MS or his authorized representative. The contractor shall provide all necessary PPE/ equipment/ labour etc. for execution and maintenance of work till completion, unless otherwise mentioned in the contract.
- 5.0 CO-ORDINATION AND INSPECTION OF WORK:** The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the HoD-MS or his authorized representative. The written instruction regarding any particular job will normally be passed by the HoD-MS or his authorized representative. A work order book will be maintained by the contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of

acknowledgement within 12 hours.

6.0 WORK ON SUNDAYS AND HOLIDAYS: While working on a Sunday or a holiday, the contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the employer shall have no liability whatsoever on this account.

7.0 WORKING SCHEDULE:

- i. The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper deployment. The Company will not entertain any claim for idle time payment whatsoever.
- ii. The contractor shall submit reports at regular intervals to the HoD-MS or his authorized representative regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of contract as directed by the HoD-MS or his authorized representative.

8.0 SUPPLY OF MATERIALS:

The contractor shall provide the following materials for entire contract duration against each location:

Sl. No.	Item Description	Unit of Measurement	Quantity	Duration (per)	Total Quantity Required in 02 (two) years
1	Fork	Number	14.00	06 (Six) Months	56.00
2	Belcha	Number	14.00	06 (Six) Months	56.00
3	Kodali	Number	07.00	06 (Six) Months	28.00
4	Container	Number	04.00	04 (Four) Months	24.00
5	Wooden Plank (To be used as a ramp)	Number	As required		

The cost of the above materials already included in the monthly fixed charge.

9.0 The Contractor shall have to provide proper safety items (PPE) to its engaged crew. Without proper PPE, the crew/and labourers shall not be allowed to work. Company shall reimburse the cost of the PPE to the contractor on actual against production of documentary proof up to the maximum limit shown in the table below. However, the contractor shall ensure that their engaged labourers are always equipped with proper PPE.

Sl. No	Item Description	UOM	Total Quantity per year	Frequency	Maximum rate per Unit for reimbursement
1	Rain Suit	Number	14.00	For the entire contract period i.e 02 years	517.00
2	Safety Boot	Pair	28.00	Per year	2,351.00
3	PVC Dotted Hand Gloves	Number	336.00	Per year	15.00
4	Disposal breathing Musk	Number	1,456.00	Per year	7.00
5	Gum Boot	Pair	14.00	Per year	439.00

Above rates are maximum reimbursable rates exclusive of GST for the maximum quantity shown against each item. However, the contractor shall ensure that their engaged labourers are always equipped with proper PPE.

10.0 INSURANCE:

- 6.1 The Contractor shall extend all the benefits as applicable, under the Employees' State Insurance Act, 1948 and its Rules, to all labourers engaged by him under the Contract.
- 6.2 The Contractor shall take suitable group personal accident insurance (under Employees' Compensation Act, 1923) cover for taking care of injury, damage or any other risks in respect of his labourers who are not covered under Employees State Insurance Act, 1948.
- 6.3 Accident or Injury to workmen: The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor.
- 6.4 The Contractor at his own expense should arrange, secure and maintain a Commercial General Liability Insurance as mentioned under **GCC Clause No. 14.16 (ii)**. The policy should cover for the loss / disablement of human life (person not belonging to the contractor) and also to cover the risk of damage to other materials / equipment / properties during execution of work. General Public Liability risk shall be maximum of Rs. 10 (Ten) lakh to death.
- 6.5 The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

Any other insurance required under law or regulations: Contractor shall also carry and maintain any and all other insurance(s) which he / she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.

11.0 RESPONSIBILITIES OF THE CONTRACTOR REGARDING COMPLIANCE OF STATUTE:

- 11.1** The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as mentioned Under **GCC, Clause No. 34.0 & 35.0**, to the extent applicable, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract.
- 11.2** The Contractor shall comply with all the relevant provisions under the Labour Laws Rules, 2017 & Contract Labour (R&A) Act, 1970 and its Rules, maintenance of all the relevant records and registers / documents [as per statutory Form (s)], and submission of various reports / returns under the Indian Labour Acts / Rules and other Statutes applicable to the Contractor to the Appropriate Authority within stipulated time frame. In the event of failure of the Contractor to abide by the statutory filing of returns, reports and other formalities required by Law to be executed under any Law, the Contractor shall indemnify OIL for any penalty or fine imposed on account of failure or wilful disregard by the Contractor.
- 11.3** The Contractor must pay the prevailing minimum wages rates as per the Minimum Wages Act and as specified by Central Govt. from time to time, throughout the contract period, including extension (if any), in compliance to the Code of wages Act, 2019, through cashless transaction only, to the engaged labourers, and deposit the applicable provident fund (PF) along with associated charges and contribution (like Admin Charge, EDLI etc.), bonus & ESI etc. The contractor should ensure to follow the timeline and other aspects as per the Code of wages Act, 2019. The Contractor shall have to submit the monthly challans for the deposit of the contribution to the ESIC and also the monthly challans for the provident fund deposited amount along with the Wage Sheet of his labour / workers in the prescribed format under the Contract labour (R&A) Rules, engaged by him to the **HoD-Medical Services Department or his authorized representatives.**

Note: If there is any statutory increase in the wages rates including consequent increase in statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), bonus & ESI etc. of the contractual labours engaged, shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

11.4 The contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts/statutes. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid acts as amended from time to time, of furnishing any information or submitting or filling and form / register / slip under the provisions of these acts which is materially incorrect, then the Company shall at its discretion, impose penalty on the Contractor. The decision of the **HoD-Medical Services Department or his authorize representative** in this respect shall be final and binding.

11.5 OTHER GENERAL TERMS & CONDITIONS:

11.5.1 Contractor has to deploy the personnel with no past criminal records. Names of such, if any Reformed people, should be clearly indicated. The contractor also has to provide police verification for all the persons deployed by him. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

11.5.2 Boarding and lodging facilities for contractor's personnel for carrying out the work is to be made by the contractor at his own cost outside the premises.

11.5.3 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify OIL from such liabilities.

11.5.4 The contractor shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / workers through a GOVT. Doctor before deployment.

11.5.5 Photographs / labour permission / vehicle permission: The contractor shall arrange to make photo gate passes / labour permissions / vehicle passes etc. for his persons / labours / vehicles for working in site plant premises at his own cost as rules of the Company.

11.5.6 The **HoD-Medical Services Department or his authorized representative** shall on a report having been made by an inspecting officer as defined in contract labour (Regulation and Abolition) Act, 1970 have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which

are not justified by the terms of the contract or non-observance of the said regulations.

- 11.5.7** The contractor shall employ labour in adequate numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the **HoD- Medical Services Department or his authorized representative**. The Contractor accordingly indicate the maximum number of labours proposed to be engaged in a single day.
- 11.5.8** The Contractor shall issue Identity Card to the engaged personnel and obtain necessary security permit / pass cards for access to the work locations.

Any noncompliance of the same will lead to termination of the contract.

12.0 LABOUR CLEARANCE ADVICE / LABOUR CLEARANCE CERTIFICATE:
The Contractor shall obtain and submit the Labour Clearance Advice (LCA) Labour Clearance Certificate (LCC) within the mobilization period. Following are the three different categories of labour clearances:

- 10.1** In case of engaging 20 or more contract labours per day, Labour License is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan.
- 10.2** In case of engaging maximum 19 or less contract labours per day, LCA is to be obtained from HR Relation Department of OIL, Duliajan.
- 10.3** In case 05 (five) or more Inter-state migrant contract labours are engaged per day, ISMW (Inter-state migrant workers) license is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan.

The steps involved to obtain the applicable LCA / LLC is enclosed as Annexure-A below.

13.0 MOBILIZATION PERIOD: 14 (fourteen) days from the date of issue of mobilization notice by Medical Services Department.

13.1 TERMS OF MOBILISATION:

i) Partial mobilization i.e. mobilization for each location separately is allowed. Mobilization shall be considered as complete for a location once:-

ii) the Contractor places the trucks along with following documents related to the trucks for that particular location for inspection of Logistics department and found suitable during inspection.

- Copy of Registration Certificate.
- Copy of valid Vehicle Insurance.
- Copy of valid pollution under control certificate.

- Copy of valid fitness certificate
- Copy of valid permit in Assam
- No objection certificate if the offered trucks are already engaged with any organisation.

iii) Contractor is ready with all the tools & tackles and manpower required to be provided by the Contractor as per terms of the Contract for that particular location.

iii) Labour licence / labour clearance advice whichever is applicable for that particular location.

14.0 DURATION OF CONTRACT: The duration of the contract at each location independently shall be for a period of **02 (two) years and 14 (fourteen) days** from the date of issue of mobilization notice for a particular location by Medical Department. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered from the date of completion of actual mobilization.

15.0 PERFORMANCE SECURITY: 3.0 % of annualized contract value. Validity of the performance security / contract performance guarantee shall be valid for **03 (three) months** beyond the contract period.

In Case the Contractor sought benefits under PP-LC policy and the contract was awarded based on PP-LC policy, the contractor shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIV**) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

16.0 FORCE MAJEURE: In the event of Force Majeure, no 'force majeure' rate shall apply.

17.0 SUB-CONTRACTING: Sub-contracting of Petty Support Services against this contract is not applicable.

18.0 HEALTH SAFETY & ENVIRONMENT POLICY (HSE): Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions. Contractor shall abide by the HSE (Health, Safety & Environmental) POINTS, as listed in PART-V, SAFETY MEASURES.

19.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES: In the event of the Contractor's default in timely mobilization 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.

20.0 GOODS AND SERVICES TAX:

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

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

- 20.2 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 20.3 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places 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.
- 20.4 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 20.5 Where the OIL is entitled to avail the input tax credit of GST:

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

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

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

OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-

Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

- 20.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 20.8 Contractor / Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 20.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor / Contractor, OIL shall withhold the payment of GST.
- 20.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor / Contractor but will be directly deposited to the government by OIL.
- 20.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is / liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct / setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 20.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 20.13 TDS under GST, if applicable, shall be deducted from contractor's / Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor / Contractor.
- 20.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions / concessions available under tax laws. Any error of interpretation of applicability of taxes / duties by the contractor shall be to contractor's account.

- 20.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 20.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty / tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 20.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 20.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 20.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 20.20 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 20.21 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.
- 20.22 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.
- 20.23 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.
- 20.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 20.25 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.

- 20.26 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.
- 20.27 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.
- 20.28 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 20.29 Documentation requirement for GST
- i. The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.
 - ii. Any invoice issued shall contain the following particulars:
 - iii. Name, address and GSTIN of the supplier;
 - iv. Serial number of the invoice;
 - v. Date of issue;
 - vi. Name, address and GSTIN or UIN, if registered of the recipient;
 - vii. Name and address of the recipient and the address of the delivery, along with the State and its code,
 - viii. HSN code of goods or Accounting Code of services[SAC];
 - ix. Description of goods or services;
 - x. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - xi. Total value of supply of goods or services or both;
 - xii. Taxable value of supply of goods or services or both taking into discount or abatement if any;
 - xiii. Rate of tax (IGST,CGST, SGST/ UTGST, cess);
 - xiv. Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
 - xv. Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - xvi. Address of the delivery where the same is different from the place of supply and
 - xvii. Signature or digital signature of the supplier or his authorised representative.
 - xviii. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

The original copy being marked as ORIGINAL FOR RECIPIENT;
The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
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.

20.30 Anti-profiteering clause

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

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

21.0 PAYMENTS TERMS: The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II SOQ of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in Part-II SOQ of this Contract.

Payment will be made, not often than monthly, up to **100 %** of the value of work done. Payment will be made only after satisfactory completion of the work. Such 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 authorized representative before any such payment is made.

Note: All Invoices are to be sent to the following address:

CGM-MS (HoD)
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.

22.0 NOTICES: Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company

a) **For contractual matters**
GM-Contracts (HoD)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in

b) **For technical matters**
HoD-Medical Services
OIL INDIA LIMITED
PO DULIAJAN - 786602,
ASSAM, INDIA
Email: ajoyksarma@oilindia.in

Contractor

Phone No.:

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

******* End of SCC *******

PART-II

SCHEDULE OF RATES (SOR)

The Contractor shall quote their rates in the price bids as per the Price Bid Format. The quantity mentioned against each item in Price Bid Format / Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done.

- 1.0 LINE IETM NO.10:** Monthly Charge for providing the services for collection, transportation and disposal of Garbage and Municipal Solid Waste (MSW) on daily basis by engaging 02 (two) Nos. of readily available trucks with requisite tools & tackles for 24 hours and crew for 08 hours of normal duty against each locations.

Bidders shall include cost towards the following in their quoted rates against this item:

- i.** The Contractor shall engage two (02) Nos. of readily available trucks as per the specifications mentioned in the SCC of this tender with operating crew for 08 hours of normal duty from Monday to Sunday and all holidays.

The capital expenditure of two numbers of readily available trucks along with accessories, cost of insurance of vehicle and crew, road taxes/permit, fitness, pollution etc. and any other cost for smooth operation of the services are to be considered in the offer.

- ii.** Operating crew for each truck shall comprise of at least 01 (one) experienced driver of skilled category, 01 (one) helper of semi-skilled category and 07 (seven) labours of unskilled category.

Contractor shall pay wages to the engaged labourers under this service, the applicable daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and the statutory or any other increase in the wages rates including consequent increase in statutory contributions like PF, bonus & ESI etc. of the engaged crew shall have to be complied during the entire period of the contract, including extension if any. The rates quoted by the contractor against this item must include the following for 02 (two) drivers of skilled category, 02 (two) helpers of semi-skilled category and 14 (fourteen) Nos. of Labours of unskilled category.

- Minimum wage rate (Basic + VDA) notified by the government of India as on original bid closing date including the escalations of wages that may take place during the contract period, other charges / cost including overheads, profit, IME (Initial Medical Examination) and handling charge etc.
 - Statutory benefits as per applicable law: P.F, ESI, and Bonus along with associated charges and contribution (like Admin Charge, EDLI etc.)
- iii.** Bidder(s) shall also consider the cost of the equipment / Materials required for

smooth operation of the service while quoting for this item. These equipment / Materials as per the quantity shown in the table below must be available along with the vehicles at any point of time.

Sl. No.	Item Description	Unit of Measurement	Quantity	Duration (per)	Total Quantity Required in 02 (two) years
1	Fork	Number	14.00	06 (Six) Months	56.00
2	Belcha	Number	14.00	06 (Six) Months	56.00
3	Kodali	Number	07.00	06 (Six) Months	28.00
4	Container	Number	04.00	04 (Four) Months	24.00
5	Wooden Plank (To be used as a ramp)	Number	As required		

iv. NOTE AGAINST LINE ITEM NO. 10: This is a service Contract and as a part of the service requirement a minimum number of manpower are to be deployed. Considering the minimum number of manpower, the wage component as per the present minimum wage rate declared by the Govt. has been taken and fixed for line item No. 10. The fixed price consists of only minimum wage component for 02 (two) Nos. of Driver (skilled category); 02 (two) nos. of Helper (Unskilled Category) and 12 (twelve) Nos. of Labours (unskilled category), **excluding the following:**

- a. Statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), Bonus & ESI etc.
- b. Increase in the wages rates including consequent increase in statutory payment / contributions.
- c. **Other Service Charges, as defined in Clause No. i., ii. & iii. Above.**

Bidder(s) are requested to quote against Line Item No. 10 greater than **Rs. 2,28,120.00** and considering above mentioned cost components. Any offer found to be less than or equal to Rs. 2,28,120.00 against this Line Item, shall be rejected straightway.

Bidder(s) are to check and comply the above.

2.0 LINE ITEM NO. 20: Running Charge per truck per Kilometer.

Running charge per kilometer per truck to be quoted by the bidders. Total kilometer shown in the price bidding format is estimated quantity for 02 Nos. of trucks for entire contract period.

Bidders shall include all the expenditures towards cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved for movement of the vehicle(s), other charges etc. Any variation in Fuel cost during the contract period shall have to be borne by the Contractor. No Reimbursement / Reduction in the quoted running charge shall be applicable due to change in Fuel price.

*******END OF SOR*******

PRICE BIDDING FORMAT IFB No. CDI0287P23					
DESCRIPTION OF WORK/SERVICE: Hiring of services for collection, transportation and disposal of garbage and Municipal Solid Waste (MSW) by engaging 02 (two) Nos. of trucks against each locations for a period of 02 (two) years.					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Applied for which Purchase Preference Policy?					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
			A	B	C = A * B
10	Monthly Service Charge: Monthly Charge for providing the services for collection, transportation and disposal of Garbage and Municipal Solid Waste (MSW) on daily basis by engaging 02 (two) Nos. of readily available trucks with requisite tools & tackles for 24 hours and crew for 08 hours of normal duty against each locations. Please refer Para 1.0 of SOR of the tender for details.	Month	24.00		-
20	Running Charge per truck per Kilometer. Please refer Para 2.0 of SOR of the tender for details.	Kilometer	29,200.00		-
Total for 01 (one) No. of location (Rs.) (exclusive of GST)					-
Applicable GST Rate in %		Applicable GST#		Total for 01 No. of Location (Rs.) (inclusive of GST) (D)	-
Total number of location(s) quoted for (E). To be selected from the drop down					
Total bid value considering the total number of location(s) as quoted above: (Rs.) (inclusive of above quoted GST %) (F= D * E)					-
*Please select from the drop down list: CGST + SGST / CGST + UTGST / IGST / None					
<p>NOTE AGAINST LINE ITEM NO. 10: This is a service Contract and as a part of the service requirement a minimum number of manpower are to be deployed. Considering the minimum number of manpower, the wage component as per the present minimum wage rate declared by the Govt. has been derived and fixed for line item No. 10. The fixed price consists of only minimum wage component for 02 (two) Nos. of Driver (skilled category); 02 (two) nos. of Helper (Unskilled Category) and 12 (twelve) Nos. of Labours (unskilled category), excluding the cost of the following coponents:</p> <p>a. Statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), Bonus & ESI etc.</p> <p>b. Increase in the wages rates including consequent increase in statutory payment / contributions.</p> <p>c. Other Service Charges, as defined in PART-II, SOR</p> <p>Bidder(s) are requested to quote against Line Item No. 10 greater than Rs. 2,28,120.00 and considering above mentioned cost components. Any offer found to be less than or equal to Rs. 2,28,120.00 against this Line Item, shall be rejected straightway.</p> <p>Bidder(s) are to check and comply the above.</p>					
1.0	Quoted unit rates against each Line Item of the price bidding format shall be considered only upto 2 decimal places without rounding off for evaluation.				
2.0	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.				
3.0	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)				
4.0	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.				
5.0	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.				
6.0	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.				
7.0	Refer to GCC & SCC for detail of GST.				
8.0	Refer to SOQ, SCC & SOR for detail scope of work.				
9.0	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.				

This cost is to be maintained under the "Total Bid Value" in the e-tender portal. Refer Clause 10.0 of Forwarding Letter for details.