



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI7199P18

**HIRING OF VEHICLES AS AND
WHEN REQUIRED BASIS FOR A
PERIOD OF 2 (TWO) YEARS
EXTENDABLE FOR A PERIOD OF
ANOTHER 1(ONE) YEAR SUBJECT
TO SATISFACTORY SERVICE.**

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Instruction to bidders : Bidders are required to submit their bid through online with their quoted rates as per **Section-II** in **Price-Bid Format** along with all relevant documents as required.

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FORWARDING LETTER

Sir,

- 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. Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross country crude oil and product pipeline spanning across the state of Assam, West Bengal and Bihar.
- 2.0 In connection with its operations, Pipeline Department of OIL invites competitive bids under ***Single Stage Two Bids System*** from experienced and competent domestic transport service providers for ***HIRING OF VEHICLES AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 2 (TWO) YEARS EXTENDABLE FOR A PERIOD OF ANOTHER 1(ONE) YEAR SUBJECT TO SATISFACTORY SERVICE*** through its e- Procurement portal <https://etender.srm.oilindia.in/irj/portal>.
- 3.0 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 Invitation of Bid (IFB) are highlighted below:
- | | | |
|--------|---|--|
| (i) | IFB No. | : <u>CGI7199P18</u> |
| (ii) | Type of IFB | : <u>Single Stage-2(two) Bid System</u> |
| (iii) | Pre-Bid Conference Date | : Not Applicable |
| (iv) | Venue of Pre-Bid Conference | : Not Applicable |
| (v) | Last Date of Receipt of Pre-Bid Queries | : Not Applicable |
| (vi) | Bid Closing Date & Time | : As per online data |
| (vii) | Bid Opening Date & Time | : As per online data |
| (viii) | Priced Bid Opening Date | : <i>Intimated to technically eligible bidders at a later date</i> |
| (ix) | Bid Submission Mode | : Bid should be uploaded in OIL’s E-Procurement portal |
| (x) | Bid Opening Place | : Office of the Chief Manager-Contracts
Oil India Limited, Pipeline Head Quarter
Guwahati-781171, Assam, India |

Company: _____

Contractor : _____

- (xi) Bid Validity : **90 days** from date of Closing of bid
- (xii) Bid Security Amount : **Rs. 7,84,700 /-**
- (xiii) Bid Security Validity : **120 days** from date of closing of bid
- (xiv) Amount of Performance Guarantee : **10%** of the total annualized contract value
- (xv) Amount of Retention Money : **Nil**
- (xvi) Validity of Performance Security : Up to **3 months** from date of completion of contract
- (xvii) Duration of the Contract: **24 (Twenty four) Months**, extendable for 1 (One) year at the same rate, terms and conditions.
- (xviii) Quantum of Liquidated Damage: : 1/2% of total contract cost for Default in Timely Mobilisation and/or default in timely completion of work for delay per week or part thereof subject to maximum of 7.5%.
- (xix) Bids to be addressed to: : DY GENERAL MANAGER (CONTRACTS)
OIL INDIA LIMITED
PIPELINE HEAD QUARTER
GUWAHATI-781171, ASSAM, INDIA

3.0 INTEGRITY PACT

The Integrity Pact, duly filled up, must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact digitally signed by the bidder shall be rejected straightway. 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 signs the Bid.

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

All the Bids must be Digitally Signed using "Class 3" digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection. **Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system .** Please refer "Guideline to Bidder for participating in OIL"

- 5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.

- 6.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 7.0 Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the “**Technical Attachment**” area. **No price should be given in above , otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”. ***The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.***

For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807178/4903.

Notes and Attachments

→ Only Price Details Should Be Uploaded

Technical attachments

→ All technical bid documents except price details

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

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



Oil India Limited e-Procurement

User ID *
 Password *

 Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for
the New
Manual &
Instruction

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

Notes :

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Deputy General Manager (Contracts)
for Chief General Manager (PLS)

Company: _____

Contractor : _____

INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

2.1 TENDER FEE:

2.1.1 Bidders interested to provide the services and interested to participate in the above tender are requested to submit the tender fee of **Rs 1,000/- (Rupees One Thousand)** online Gateway favouring OIL INDIA LIMITED, NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

2.1.2 Tender fee shall reach one week prior to Bid Closing date. Bidder whose Tender fee reach after the last date of received of tender fee as mentioned in online data shall not be allowed to participate in the bidding process.

2.2 EXEMPTION OF TENDER FEE:

- (i) **Micro & small Enterprises (MSME)** ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- (ii) Public Sector Undertakings (PSU) ,**Central Govt. Departments** are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
- (v) **Public Sector Undertakings (PSU) , Central Govt. Departments ,Micro & small Enterprises (MSME)** and Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme for the items they are registered with NSIC are exempted from payment of **Earnest Money Deposit (EMD)**. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.

2.3 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

2.4 DOCUMENT:

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

- a) A forwarding letter highlighting the following points. :
- i) Company's Tender No.
 - ii) Bid closing date and time.
 - iii) Bid opening date, time and place.
 - iv) Bid submission place.
 - v) Bid opening place.

Part- I : Instruction to Bidders
Part- II : Bid Rejection/Evaluation Criteria
Section-I : General Terms and Conditions of the contract
Section-II : Schedule of Quantities, Service/work and Rates
Section-III : Special Condition of the Contract
Section-IV : Terms of Reference
Section-V : Schedule of Company's Materials, Plants & Equipments
Section-VI : Safety Measures & Compliance Format
Section-VII : Integrity Pact

Proforma - A : Price Bid Format
Proforma - B : Bid Form
Proforma - C : Bank Guarantee format for Bid Security Deposit
Proforma - D : Bank Guarantee format for Performance Security Deposit
Proforma - E : Agreement Form
Proforma - F : Statement of Compliance/Non-Compliance
Proforma - G : Not Applicable
Proforma - H : Letter of Authority

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

Company: _____

Contractor : _____

- 3.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 3.2 *The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in news paper nor sent to any of the participating Bidders. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.*

4.0 PREPARATION OF BIDS

4.1 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.

4.2 BIDDER'S NAME & ADDRESS:

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

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 Bids are invited under **Single Stage- Two bids System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on_____" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

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

5.2 Envelope:

- i) Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of Chief Manager (Contracts) before Bid closing date and time, otherwise Bid will be rejected. *A scanned copy of this document should also be uploaded along with the Un-priced (Technical) bid documents.*
- ii) Any other document required to be submitted in original as per tender requirement.

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

5.3 E- FORM FOR ONLINE SUBMISSION:

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

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Documentary evidence established in accordance with clause **9.0** of this section.
- iii) Copy of Bid Security furnished in accordance with clause **10.0** of this section.
- iv) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-F**.
- v) *Copy of signed Bid document without indicating prices.*
- (iii) Integrity Pact as given in **Proforma-VII**, duly signed by the same signatory who signs the bid.

5.3.2 COMMERCIAL/PRICE BID comprising of following:

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

-
- (i) Schedule of rates as per **Proforma-A**
- (ii) Bid Form as per **Proforma -B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

NOTE:

Only **Envelope** mentioned in **clause 5.2 above** shall be submitted to Office of Chief Manager (Contracts), Oil India Ltd, Guwahati within Bid Closing Date and **TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process.

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 BID PRICE:

Company: _____

Contractor : _____

- 7.1 *Unit prices must be quoted by the bidders both in words and in figures.*
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes ~~including VAT~~, Contract Tax, Corporate income Taxes and other levies except the Goods & Service tax payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 CURRENCIES OF BID AND PAYMENT:

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

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

10.0 SIGNING OF BID:

- 10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 10.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-H) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*

- 10.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 10.4 *Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.*
- 10.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

11.0 BID SECURITY:

- 11.1 Pursuant to clause **5.0** the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of **Rs. 7,84,700.00/- (Seven Lakh Eighty Four Thousand Seven Hundred) only.**
- 11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause **11.7**.
- 11.3 The Bid Security shall be denominated in the currency of the bid and shall be in one of the following form:
- (a) A Bank Guarantee in the prescribed format vide **Proforma-C** issued by any of the following Banks **is acceptable:**
- i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder **OR**
- ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- (b)Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable**

The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

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

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

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

- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 90 days from the date of issue and payable at Guwahati, Assam.
 - (c) Buy online Transaction
 - (d)
- 11.4 **Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.**
- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 11.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 11.7 The Bid Security may be forfeited:
- a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension)
 - or**
 - b) If a successful Bidder fails:
 - i) **to sign the contract within stipulated reasonable time & within the period of bid validity, and/or**
 - ii) to furnish the Performance Security.
- 11.8 *In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) year to participate any future tender.*
- 11.9 *Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.*

12.0 PERIOD OF VALIDITY OF BIDS:

Company: _____

Contractor : _____

12.1 Bids shall remain valid for **120 days** after the date of bid opening (technical) prescribed by the Company.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

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

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

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

15.0 DEADLINE FOR SUBMISSION OF BIDS:

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

16.0 LATE BIDS:

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

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

18.0 PRE-BID CONFERENCE/ MEETING:

Not Applicable for this Tender.

19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

20.0 OPENING AND EVALUATION OF BID:

- 20.1 Company will open the **Technical Bids** in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.
- 20.2 Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 20.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 20.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 20.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 20.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.7 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.

Company: _____

Contractor : _____

- 20.8 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.

18.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 18.1 *Company will open the Commercial/Price Bids of all the Technically Bidders on a specific date in presence of interested bidders.*
- 18.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 18.3 *Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.*

19.0 EVALUATION AND COMPARISON OF BIDS:

- 19.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents.
- 19.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 19.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

20.0 CONTACTING THE COMPANY:

- 20.1 Except as otherwise provided, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company.
- 20.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

21.0 AWARD OF CONTRACT

AWARD CRITERIA:

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

22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company: _____

Contractor : _____

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

23.0 NOTIFICATION OF AWARD:

23.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

23.2 *The notification of award will constitute the formation of the Contract.*

23.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

24.0 SIGNING OF CONTRACT:

24.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the **Contract Document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

24.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

25.0 PERFORMANCE SECURITY:

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

(e) A Bank Guarantee in the prescribed format vide **Proforma-D** issued by any of the following Banks **is acceptable**:

ii) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder **OR**

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

Company: _____

Contractor : _____

b)Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

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

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

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

- 25.2 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 25.4 The performance security as specified above must be valid for **3 months** (plus 3 months to lodge claim, if any) after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.
- 25.5 Failure of the successful Bidder to comply with the requirements of clause **25.1 and /or 25.4** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

26.0 RETENTION MONEY:

Not applicable against this tender

27.0 INTEGRITY PACT:

- 27.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **“SECTION –V- Integrity Pact** “of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Company: _____

Contractor : _____

27.2 OIL has appointed Shri Rajiv Mathur, IPS (Retd) ,Shri Jagmohan Garg, and Shri Satyananda Mishra,IAS(Retd.) as Independent Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL . Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com

b. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com

c. SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id: jagmohan.garg@gmail.com

28.0 COST OF BIDDING:

28.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

28.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

29.0 GENERAL:

29.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

29.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.

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

30.0 SPECIFICATIONS:

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

Company: _____

Contractor : _____

- 31.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
- 31.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
- 31.2. **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- 31.3. **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
- 31.4. **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 31.5. **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
- 31.6. **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address,E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- 31.7. **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

Company: _____

Contractor : _____

BID REJECTION / EVALUATION CRITERIA:

1.0. BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case the vehicles offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

1.1 TECHNICAL: Bidder's Eligibility Criteria:

1.1.1 The bidder offering their services must have their own fleet of light passenger vehicles (any model/ make) of minimum 10 (Ten) Nos. in compliance of prevailing MV Act and having insurance coverage for passengers also, in the firm/owner's name, the vintage of which should not be more than 3 years (i.e. Make not earlier than tender opening date). The bidders must submit along with their technical-bid, copies of Registration Certificate of the vehicles as documentary evidence. Bids without such documentary evidence will summarily be rejected.

1.1.2 **Local Establishment:** Bidder must have a permanent office establishment at Guwahati Municipal area, with landline phone and having Municipality Trade License etc. for last one year. The bidders must provide the proof of their establishment, failing which the bid will be ignored.

1.1.3 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited should be of the following:

a) One similar completed work costing not less than **Rs. 98.10 Lakhs**.

“Similar Work” means transport services provided with light passenger vehicles to Government Departments or PSUs during the last 7 (seven) years as on the Bid Closing Date.

1.2 FINANCIAL CRITERIA:

Financial Criteria shall be considered from the original bid closing date

1.2.1 Annual Turnover Value

(i) Annual financial turnover as per Audited Annual Reports **in any of the preceding three (3) financial years** should be at least **Rs. 58.86 Lakhs**

(ii) For consortium:

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

1.2.2 Net worth

Positive for preceding financial / accounting year

For proof of net worth and annual turn over any of the following document must be submitted along with the bid:

- i) A certificate issued by a practicing chartered / Cost accountant firm, with membership number certifying the net worth and annual turn over and nature of business.
- ii) Audited balance Sheet and profit and loss account.

2) Bidder(s) must also furnish the followings:-

1. NAME OF FIRM
2. DETAIL POSTAL ADDRESS
3. TELEPHONE NO.
4. CONTRACT PERSON#S CONTACT NO.
5. TAX EXEMPTION CERTIFICATE NO. (Attested copy required).
6. ~~CST REGD. NO.~~ (Attested copy required).
7. LOCAL SALE TAX REGD. NO. (Attested copy required)
8. PAN NO. (Attested copy required)
9. ~~VAT REGD. NO.~~ (Attested copy required).
10. BANK ACCOUNT NO./Type
11. BANK NAME
12. BANK ADDRESS
13. GST NO. (Attested copy required)
14. P.F. CODE NO. (Attested copy required)

(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))

3.0 BID REJECTION CRITERIA (BRC):

3.1 Deviation to the following provision of the tender document shall make the bid liable for rejection:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule

Company: _____

Contractor : _____

- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

- 3.2 Non-submission of the documents as specified in BRC above will result in rejection of bids.
- 3.3 The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:
- 3.4 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ (i.e. schedule of works, units, quantity, rates) of the tender.
- 3.5. OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.
- 3.6 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract.

4.0 COMPLIANCE OF CONTRACTORS:

- 4.1 Bidders must quote for all items in accordance with the price schedule outlined in schedule of rates against all category of vehicles as stated in the proforma "A1" "A2", "A3" "A4" "A5" and "A6" of tender, otherwise the Bid will be rejected.
- 4.2 Bidders shall have to furnish an amount of **Rs 7,84,700.00** as "Bid Security" and the same should be in the form of a Demand Draft/online transaction in favour of Oil India Limited payable at Guwahati or a Bank Guarantee issued by a Scheduled Bank and optionally through online Gateway. . The Bank Guarantee should be valid one month beyond the Bid validity period. Any Bid not accompanied by Bid Security will be rejected.
- 4.3 Any Bid containing a false statement shall be rejected.

- 4.4 Offers received in any form other than through OIL's e – portal will not be accepted. Bidders have to submit their offer in Single Stage Two Bid System as described in this tender document, otherwise the offer will be rejected.
- 4.5 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.
- 4.6 There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.
- Performance Security Deposit Clause
 - Penalty Clause
 - Taxes and Duties Clause
 - Force Majeure Clause
 - Termination Clause
 - Arbitration Clause
 - Liability Clause
- 4.7 No deviation or exception will be accepted in the clauses covered under BRC/BEC.

NOTE: If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

4.0 BID EVALUATION CRITERIA (BEC)

- 4.1 Bids will be technically evaluated on the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.
- 4.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming to the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria.
- 4.3 The Priced-Bids will be evaluated using the rates quoted in the PRICE BID FORMAT (Proforma- "A1" "A2", "A3" "A4" "A5" and "A6") on the following basis;

The quantities given in the Price Bid Format [Proforma "A1" "A2", "A3" "A4" "A5" and "A6"] against each category of vehicle are the estimated requirements against the tender.

For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each category of vehicle will be added to evaluate the total estimated value of the contract to determine the lowest bid. The lowest bidder will be determined based on overall evaluated contract value considering the estimated requirement given in the price bid format. For evaluating the total estimated contract value for the services indicated in Proforma-A1 to A4, the distance from the garage to the point of reporting (PHQ) and from point of

release to the garage will be added to the total estimated kilometers. For evaluating the total estimated contract value, for the services the following will be considered.

Sum Total for all types of vehicles for both local and outside duty.

Fixed charge x corresponding estimated Quantity (days, trips, month as the case may be) + Running charge x (corresponding estimated KM) + Running charge x (Corresponding Total No. of Trips from Proforma A1to A4) x (twice the distance from the Bidder's Garage to OIL Office at PHQ) + Airport pickup charge x corresponding estimated duty days + Airport dropping charge x corresponding estimated duty days + OT charge x corresponding estimated hours + Halting charge x corresponding estimated halting days.

(Details are shown in Proforma "A1" "A2", "A3" "A4" "A5" and "A6" and the Sum total of all the proforma will determine the lowest bidder (L-1 bidder).

- 4.4 The estimated quantities indicated in Proformas are for evaluation purposes only. The actual utilization of services may be more or less depending upon requirement during the contract period and payment will be made for the quantity of services rendered by the contractor.
- 4.5 ***In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders***
- 4.6 Any additional information, terms or conditions included in the Price-Bid will not be considered by OIL for evaluation of the Tender.

5.0 INTEGRITY PACT:

The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per Proforma enclosed in **Section-VII** 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 technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. 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

Company: _____

Contractor : _____

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled 'Hiring of passenger vehicles of different segments along with driver on call basis as and when required for operation within the NCR region and its adjacent states' and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the first passenger vehicle along with driver is hired by the Company as per the scope of work of the Contract or as mentioned in Notice Awarding Contract/Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.

Company: _____

Contractor : _____

- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

- 2.1 The initial period of the Contract will **2(Two) year** with effect from the date as specified in the Notice of Award/ Contract. After initial period of 1 (one) years this Contract shall stand terminated without requiring any notice from either party to the other. However, the company may extend the Contract for a further period of upto **1 (One)Year** at the same rates, terms and conditions if the services are found to be satisfactory and the contractor shall have no option to refuse such extension.
- 2.2 Subsequent extension of the Contract, if any required will be on rates, terms and conditions to be mutually agreed upon between the parties.

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the vehicles and control deployment program of vehicle or examine records kept at vehicle/site by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.

Company: _____

Contractor : _____

- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit drivers with valid driving license as required to perform the work.
- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its drivers access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

- 6.1 The Contractor will have to submit their bills in triplicate at the beginning of each calendar month for the services rendered against the calls of the previous month. The bills must be accompanied by the duty slip (as enclosed vide Appendix-I) duly filled and complete in all respect and certified by the user. Bills accompanied by incomplete duty slips will not be processed and any delay in payment arising out of the same shall be attributable to the Contractor.
- 6.2 Bills submitted by the Contractor will be crosschecked 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 bills submitted by the Contractor before certifying the same for processing payment.
- 6.3 The Company will make payment for each completed calendar month against satisfactory and successful services rendered against the contract subject to adjustment/deduction as necessary as per the provisions of the contract, and shall pay within 30 (thirty) days from the date of receipt of undisputed bill in respect of all vehicles deployed during the previous month.

Company: _____

Contractor : _____

7.0 PENALTY :

As defined under para 6.0 of Section – V.

8.0 TAXES AND DUTIES

- 8.1 All taxes whether Corporate or Personnel or any other tax but **excluding GST** will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

Company: _____

Contractor : _____

- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

9.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:

- 9.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 9.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 9.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 9.4 Subsequent to the Bid Closing Date of the Tender, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

10.0 USE OF COMPANY'S EQUIPMENT: *[Not applicable against this tender/contract]*:

- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

11.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 CONFIDENTIALITY:

- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all

Company: _____

Contractor : _____

reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 NOTICES:

13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

COMPANY

For contractual matters

Dy General Manager (Contracts)
OIL INDIA LIMITED
PO: Udayan Vihar
Assam-781171, India

For Technical matters

DGM (Admin)
OIL INDIA LIMITED
PO: Udayan Vihar
Assam-781171, India

CONTRACTOR

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

14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

15.0 LIABILITY

15.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

15.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 subcontractors 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.

Company: _____

Contractor : _____

- 15.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 15.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 15.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 15.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

16.0 CONSEQUENTIAL DAMAGE

- 16.1 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 of

Company: _____

Contractor : _____

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.

17.0 WITH-HOLDING

17.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per **Section-V.**
- (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.
- (j) With-holding will also be effected on account of the following :
 - i) Garnishee 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 .

Company: _____

Contractor : _____

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

17.2 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 due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

18.0 APPLICABLE LAW

18.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

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

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act., 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to Uttar Pradesh/Delhi Taxes.
- j) GST Act.
- k) Customs and Excise Acts and rules framed thereunder
- l) Motor Transport Workers Act 1961
- m) Motor Vehicle Act 1988

18.2 For any violation of law, rules, statutory obligations/regulations etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

19.0 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 the Agreement, the relative obligation of the party affected by such force majeure shall upon

Company: _____

Contractor : _____

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 vehicle(s) is/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/their claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this Contract.

20.0 SET OFF:

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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

21.0 ARBITRATION:**21.1 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 day's 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:

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

Company: _____

Contractor : _____

- 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.
- j. 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.

- k. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. 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.

21..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, Department 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 **21.1 & 21.2** will be **Guwahati, Assam**. The award made in pursuance thereof shall be binding on the parties.

22. GOODS AND SERVICES TAX

22.1 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.**

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

22.3 “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.

22.4 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.

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

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

12.5.1 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.

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

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

12.6.1 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.

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

22.7 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.

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

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

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

22.11 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.

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

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

22.14 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.

22.15 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.

22.16 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.

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

22.18 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

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

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

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

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

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

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

22.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

22.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be 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.

22.25 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars :

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

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

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

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

22.26 Anti-profiteering clause

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

22.26.1 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.

Company: _____

Contractor : _____

SECTION-II

SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES

B) SCHEDULE OF RATES:

Bidders must indicate charges and rates in the prescribed Price Schedule Format **i.e. in Proforma-A1 to A6** for all categories of vehicles in the following manner:

1. Charges for Category of vehicle other than Category E & F:

Bidders are to quote rate for fixed charge per day basis and also to quote running charge per Km basis. The bidder shall quote daily fixed charge against each category of vehicle for operation within Guwahati and outside Guwahati.

Bidder shall furnish the distance in Km to and fro between their Garage and the office of Oil India Ltd., Pipeline Head quarter, Narangi , Guwahati

2. Night Halt Charge:

Bidders are to quote night halt charge per night, which will be paid to the contractor if the vehicle is required to stay overnight outside the Guwahati during an outstation trip.

3. Charges for Pickup and Drop from point to point for vehicle category under E:

- a) Bidders are also to quote lumpsum fixed charges for pick up and drop between two predetermined places within the Guwahati as detailed under, in the Matrix of Rates in **Proforma-A5**.
- b) No charges will be paid to the contractor for running of vehicle(s) from garage to the point of pick-up and from point of dropping to garage or for waiting in the airport/railway station due to late arrival of flight/train.

4.0 Charges for Cars on Monthly Basis:

Bidders are required to quote for Cars on Monthly Basis as per the “**Price Schedule for Cars on Monthly Basis [Proforma – A6]**”.

No charges will be paid to the contractor for running of vehicle(s) from garage to the point of Reporting and from Reporting point to garage for Cars on monthly basis.

Note:

- 1. All the above charges against the tender should include rentals, all applicable taxes and duties (**excluding GST**) insurance, wages, transport etc. of the driver/supervisor and their other emoluments, which the Contractor will have to provide at all times essentially for the uninterrupted operation of the services envisaged under this contract. The Contractor shall have to ensure full compliance with Motor Vehicle Act 1988, Motor Transport Workers Act 1961 and

Company: _____

Contractor : _____

Rules framed there under, all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of services which must include minimum wages as per the aforesaid acts, statutory/weekly offs, holidays, overtime, annual leave, uniforms, safety etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the contract and the same, if any, will be borne entirely by the Contractor. The rates quoted by the bidder must be inclusive of all and no payment other than as per the quoted rates will be made. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor.

2. Payment will be made for actual running of Kilometers and fixed charge as per the Schedule of Rates. Calculation of running Kilometres shall be made on pro-rata basis up to the nearest half an hour and will be rounded-off to the nearest whole number.
3. **Adjustment of Rates due to Change in Fuel Price:** *The Rates shall remain firm throughout the duration of the Contract. However, in the event of any change in Petrol/Diesel/price in Assam during the currency of the contract, per KM rates in the contract shall be adjusted (increased/decreased) by 0.3% (zero point three percent) for every 1% (one percent) of increase or decrease of fuel price at Assam. The base rates of fuel for this purchase will be the rates prevailing at Assam on the **date of Tender opening***

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL

- 1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor, monitor the services so as to ensure timely/orderly execution of obligations of the Contractor under the Contract. He shall also have the authority to oversee the execution of the Contract by the Contractor and to ensure compliance of provisions of the contract.
- 1.2 There shall be free access to the vehicles provided by the Contractor during operations and idle time by Company's representatives for the purpose of observation/inspection in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

2.0 PROVISION OF PERSONNEL AND FACILITIES

- 2.1 The Contractor shall provide competent and experienced Driver (s) for the services as per provision of this contract. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Driving license, Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data, if and when asked by the Company's representative.
- 2.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation, vacation, salaries and all amenities, termination payment at no charge to the Company.

3.0 INSURANCE

- 3.1 Contractor shall arrange comprehensive insurance to cover all risks in respect of the vehicles and personnel/driver belonging to Contractor or its sub-contractor during the currency of the contract.
- 3.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
 - a) Comprehensive workmen compensation insurance as required by the laws of the country of origin of employee.

Company: _____

Contractor : _____

- b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits as per Indian Insurance Regulations.
- 3.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request and provided the same is permissible as per India Insurance Regulations, in which case additional cost shall be to Company's account.
- 3.4 If any of the above policies expire or is cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then Company may renew/replace the same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by Contractor hereunder for any reason whatsoever, loss/ damage claims resulting there from shall be to the sole account of Contractor.
- 3.5 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract.
- 3.6 All insurances taken out by Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on Company.

4.0 MISCELLANEOUS PROVISIONS

- 4.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 4.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

5.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

6.0 SPECIAL CLAUSE:

Company: _____

Contractor : _____

The contract should be awarded of 60% Contract volume to L1 bidder and 40% to L2 bidder subject to L2 bidder matching his rate to the rate of L1 bidder. In case of receipt of single bid, 100% volume of the contract should be awarded to the lone participating bidder. If the participation is more than one and L2 bidder denies to lower down the rate to match with L1 bidder, the entire volume of the contract to be awarded to the L1 bidder.

SECTION – V

SCOPE OF WORK / TERMS OF REFERENCE

1.0 INTRODUCTION

This section establishes the scope and schedule for the work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

2.0 DESCRIPTION OF SERVICES

- 2.1 OIL requires passenger vehicles on hire basis of different segments viz. *General Segment (Indica, , or equivalent – AC & Non-AC), Medium Segment (Hyundai Accent, Tata Indigo, Ford Ikon, Maruti Swift Dezire, Inova or equivalent), Upper Segment (Honda City, , Honda Accord, Fortuna or equivalent), and Utility Segement (Tata Sumo, Bolero or equivalent)*, along with driver for operation within the state of Assam and its adjacent states.
- 2.2 The services with different types of vehicles as mentioned above will be required mostly at OIL's office i.e. Pipeline Head Quarter , Pathar Quarry, Guwahati and other places located at Guwahati, having its empanel Hotels as under.
- (i) Local duties in and around Guwahati City.
 - (ii) Pick-up and dropping from/at airports/railway stations and other point to point,
 - (iii) Occasionally for outstation trips from Guwahati to other places in Assam and neighbouring states and back.
 - (iv) Cars on monthly basis.

3.0 SPECIAL CONDITIONS:

- (i) The vehicles should be in road worthy conditions and vintage of vehicles should not be more than 3 (three) years.
- (ii) . Vehicles should be commercially registered.
- (iii). Proper Uniform should be provided to the Drivers with Shoes.

Company: _____

Contractor : _____

- (iv) 4.Drinking water bottles, umbrella, hand towels, 2 (two) nos. News paper should be provided in each vehicle deployed for VIP.

3.1 LIQIDATED DAMAGE CLAUSE

- a) If reporting of vehicle is delayed more than 1 (one) hour, LD will be applicable @ Rs. 200/- per hour.
- b) If the vehicle does not report on particular date despite of prior requisition, the contractor would not be paid day rate for the particular date. In addition Rs.500/- would be deducted from contractor bill on account of his default for not reporting on required day.
- 3.2 The vehicles provided shall be **brand new or not older than 3 (three) years at any point of time during the contract** and must be in sound mechanical as well as physical condition. The vehicles must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws, etc. of the statutory Govt. authority to run as hired vehicle(s) in Assam or other state as applicable. Contractor shall be fully liable/responsible whatsoever in this regard.
- 3.3 The Contractor must provide vehicle(s) at the designated place and time at one hour notice upon receiving verbal/telephonic/written instructions from Company's authorized representative.
- 3.4 Maintenance of the vehicles shall be provided by the Contractor at his own cost to keep the vehicles in sound mechanical and physical condition. **The driver should be well mannered and obey instructions of the Officer to whom he would be rendering the services.**
- 3.5 Employment of drivers and payment of wages to the drivers of the vehicles provide against the Contract shall be the responsibility of the Contractor.
- 3.6 **The drivers must wear uniform and have mobile phones. They must possess valid driving license and must be conversant with the various routes and locations of Guwahati etc.**
- 3.7 OIL will prefer to provide an orientation programme to the drivers to make them conversant with the duty patterns and manners. Accordingly, the contractor will be required to provide the list of drivers they would like to deploy for duty against the contract.
- 3.8 In the event of a breakdown to any vehicle on way to the pre-decided destination, the Contractor must arrange replacement of vehicle within a reasonable time not exceeding one hour. Failure on the part of the contractor to provide replacement vehicle, penalty will be levied as per the provisions of the contract.
- 3.9 ***The model and brand of the vehicles including the type of fuel used must be invariably mentioned in the duty slip (as enclosed vide Appendix-I) as well as in the bills. Bills accompanied by incomplete duty slips will not be entertained.***

Company: _____

Contractor : _____

- 3.10 The Contractor should submit the original RC Books of vehicles supplied to OIL for verification by OIL's Administration Department to determine and satisfy on the vintage, ownership, etc. of vehicles before processing the bill for payment and on demand at any time.
- 3.11 The following points need specific attention and compliance:
- (i) The vehicles should carry basic tools like spare tyre, screw-jack, ropes etc.
 - (ii) The boot space must be neat and clean and the entire space should be made available for passengers luggage.
 - (iii) Contractor's supervisor will ensure to take the consent of OIL's representative the type of vehicle to be deployed and must adhere to the instruction accordingly. In case, the vehicle deployed is not as directed and is an inferior vehicle, penalty will be levied as applicable.
 - (iv) The drivers must take position at assigned places (particularly in the Railway Stations and Airports) and hold the placard to invite attention of the arriving officer.
 - (v) Whenever the Mobile Number of the officer is given, an SMS is to be sent by the supervisor or by the driver giving the vehicle number etc.
 - (vi) The driver should be provided with a card having the name of the driver, Mobile number, and Car number. etc. The same will be handed over to the officer concerned to whom the duty is being allotted.

4.0 Meter Reading/Period of Duty:

- (i) Opening and closing of meter (Mileage) shall be on **Garage to Garage basis [for items under Proforma – A1 to A4]**. However, the duration considered for payment shall be that for which the Car is in actual possession of OIL (i.e. opening and closing time as recorded in the duty slip).
- (ii) **Bidders are required to provide detailed address/location of their garage.**
- (iii) **Supervisor:** The contractor will nominate a supervisor specifically to attend/co-ordinate OIL's duties.

5.0 PENALTY:

- 5.1 The Contractor should provide the appropriate vehicle of the requisite specification of specified Segment (Category) at the specified time and at the designated place within **Guwahati** with a minimum notice period of one hour from the Company's authorized officer. However, the requirement of vehicles will be normally intimated to the Contractor one day in advance. In the event of Contractor's failure to provide vehicles as above, the Company reserves the right to make alternative arrangements at the risk and cost of the Contractor and any additional expenses whatsoever incurred by the

Company: _____

Contractor : _____

Company for the alternative arrangement, arising out of the default on the part of the Contractor, will be deducted from pending bills and/or Performance Security of the Contractor without any notice. Additionally, ***such default shall attract a penalty of Rs. 200.00 (Rupees Two hundred) per occasion per vehicle.***

- 5.2 The vehicles provided shall be brand new or not older than 3 (three) at any point of time during the contract and must be in sound mechanical as well as physical condition. ***In case the Contractor is unable to deploy vehicles of requisite vintage/specification as per Company's requirement, he can deploy substitute vehicles with vintage not more 5 (five) years for which deduction of Rs. 200.00 per occasion per vehicle will be made from their bills. However, under no circumstances vehicles with vintage more than 5 (five) years shall be provided.*** Such substitute vehicles shall be acceptable upto 5 (five) days in a calendar month. If the contractor provides such substitute vehicles regularly, the Company may terminate the contract.
- 5.3 Contractor shall provide First Aid Box as defined in Motor Vehicle Act 1988 in the vehicles. Failure to provide the First-Aid Box shall attract a penalty of Rs. 100.00 per occasion per vehicle.
- 5.5 Drivers driving the vehicles should have valid driving license, shall be well dressed in uniform (to be provided by the contractor at his own cost) and good mannered having full knowledge/idea about road, place & traffic rules etc. Failure of driver to wear uniform will attract a penalty of Rs.100.00 per occasion per vehicle. ***No driver shall be deployed below the age of 21 Years and more than 58 Years.***
- 5.6 In case of any dispute arising out of the services rendered by the Contractor, Company's decision shall be final and binding on the Contractor.
- 5.7 In the event of any mechanical failure or break down, the Contractor must arrange a replacement vehicle(s) within reasonable time not exceeding one hour. If the Contractor fails to provide alternate vehicle(s), Company reserves the right to make alternative arrangements at the risk and cost of the Contractor and any additional expenses whatsoever incurred by the Company for the alternative arrangement, arising out of the default on the part of the Contractor, will be deducted from pending bills and/or Performance Security of the Contractor without any notice. Additionally, such default shall attract a penalty of Rs. 500.00 (Rupees five hundred) per occasion per vehicle.

6.0 OBLIGATIONS OF THE CONTRACTOR

- 6.1 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.
- 6.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicles and operations envisaged under this contract including liability under the Statutory Act or any other. 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 contract shall have to be performed by the Contractor only and shall

Company: _____

Contractor : _____

be his/her/their sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her/their 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 contract in the area of operations of the Company.

- 6.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this contract shall also be deemed as a default.
- 6.4 The Company shall neither entertain any demands from the employees of the contractor nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the contractor to deal, interact and settle any demands or disputes of his/her/their employees individually or through any unions or otherwise and the company shall not mediate in this matter at all.
- 6.5 Any unsettled disputes between the Contractor and his/her/their employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such strike, whether legal or illegal, the vehicle shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this contract would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company.
- 6.6 The Contractor shall ensure that the vehicles deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the company's representative shall be deducted from the contractor's outstanding bills. The Company's decision in this regard shall be final and binding.
- 6.7 The contractor should ensure that the driver/supervisor (as applicable) are available for round the clock operations. During off-days or leave period of the regular drivers/crew, proper replacement as per contractual requirements must be provided. In the event of failure to do so would tantamount to a default, in which case penalty shall be deducted from the Contractor as per provision of this contract.
- 6.8 The Contractor shall only undertake jobs/journeys authorised by the Company's representative. Any unauthorised jobs/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 contract without any compensation to the Contractor on any compensation to the Contractor on any account whatsoever.

Company: _____

Contractor : _____

- 6.9 The Contractor will indemnify the company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 6.10 The contractor shall operate the service envisaged under this contract in an efficient, workmen like manner as per the instructions of the Company's authorized personnel. The contractor shall abide by the Company representative's instructions always and ensure continuous uninterrupted service on day-to-day basis.

7.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

- 7.1 The Contractor shall instruct his/her/their driver/supervisor suitably to ensure that while operating all safety & precautionary measures as enforced are necessarily observed. Any breach of law due to violation shall have to be redressed by the Contractor entirely at his/her/their own cost.
- 7.2 The Vehicles described/set out in this contract must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Act, 1988 and other norms set out by competent authority.
- 7.3 The vehicles must all times be comprehensively insured against all risks and also registered and must possess valid permit etc. as raised by the law.
- 7.4 The driver(s) must possess valid and relevant licenses with experience in carrying out similar jobs.
- 7.5 The Vehicles must be registered with the RTO and all periodic statutory requirement tests must be complied with by the Contractor. Documentary evidence for the same must produced to the Company's representative as and when asked for.
- 7.6 The Vehicles must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the company.
- 7.7 The Contractor must ensure timely renewals of all licenses and permits within the due dates.
- 7.8 The Vehicles must be maintained in first class job worthy, sound mechanical condition along with availability of all tools, slings etc.
- 7.9 Speedometer and kilometreage gauges must be maintained at a high standard of accuracy. Any defects noticed by the Company's representative at any point of time must be rectified forthwith by the contractor at his/her/their own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's representative/user of the vehicle. The Company's decision in this regard shall be final and binding on the Contractor.
- 7.10 All employees of the contractor who are deployed under this service contract must observe the security and safety rules of the company. Any individual found to be objectionable from security consideration must be replaced forthwith by the Contractor.

Company: _____

Contractor : _____

- 7.11 The Contractor(s) 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 organisation to carry out its obligations including preparation of bills, receipts of cheques etc.

8.0 RIGHTS OF COMPANY'S REPRESENTATIVE:

- 8.1 Company's representative may check the vehicles and all the relevant documentation such as Registration, Fitness certificates and licenses. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. If the vehicles are found deficient or defective in any manner, these will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's representative.
- 8.2 The Company's representative shall arrange for allocation of the vehicles' duty to the various areas/locations.
- 8.3 Upon deployment of the vehicle to a specified site the vehicle shall have to be provided by the Contractor to the satisfaction of the Company's representative/user.
- 8.4 The Company's representative shall have power amongst others as follows:
- a) Allocate the jobs to be carried out on a daily basis for the vehicles and regularly monitor the same.
 - b) Instruct the Contractor from time to time for inspection as may be necessary for the proper and adequate services and for keeping such records as are deemed necessary.
 - c) Instruct the contractor to replace by more suitable driver engaged for operating the vehicles or for general management of the service, when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her/their employees or workmen in any manner whatsoever arising out of their removal or replacement.
 - d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
 - e) Refuse the services of any vehicle found in deteriorated conditions and order the Contractor to rectify the defects.
 - f) Instruct the Contractor to utilise the services beyond the normal working hours.
 - g) Instruct the Contractor to undertake authorized jobs at specified location(s).
 - h) Undertake periodic inspection of the vehicle as per programme as may be decided by him/her/them. Such inspection shall be carried out in the presence of the Contractor or in the presence of his/her/their-authorized representative. Such inspection/test carried out by the Company shall be at the contractor's cost and risk.

Company: _____

Contractor : _____

- i) Instruct the contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely. Instruct the contractor to remove the vehicle, in respect of which the defects as afore stated which have been detected upon inspection/test periodically by the company, which have remained un-rectified.
- j) Instruct the Contractor to remove the vehicle in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- k) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
- l) Instruct the contractor to furnish the names of all operators and crew with full particulars at the time of commencement of the service or on any occasion when such driver(s) / crew are required to be replaced for any reason.

8.5 The Contractor would at all times obey the instructions of the company's representative and ensure compliance of the above mentioned orders and instructions.

9.0 The contractor shall commence to provide regular and continuous service by placing the vehicle as per this agreement.

9.1 In case of accidents and consequent non-availability of vehicle, payment will be made on pro-rata basis for actual utilization of the vehicle in hours or kilometers, whichever is higher, and the same will not attract penalty if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor shall be required as mandatory in addition to other proof to be submitted and accepted by the Company Representative. (However, the Contractor has to arrange a replacement vehicle(s) within reasonable time not exceeding one hour.) This will not be applicable in case of;

- (i) Accidents caused by rough/rash driving/operation or because of negligence of operator engaged.
- ii) Where a FIR is lodged by a third party and services of the Vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the Vehicles will be treated as shut down and will attract penalty.

10.0 TERMINATION:

10.1 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 extension, if any, thereof.

10.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Company: _____

Contractor : _____

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 22.0 above.

10.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor 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.

10.4 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,

10.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and / or obligations under the 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 the Contract.

10.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor 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.

10.7 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 **4.1 to 4.6** 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.

10.8 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

Company: _____

Contractor : _____

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

10.8.2 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.

11.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the vehicles envisaged under the Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her/their sole responsibility.

Company: _____

Contractor : _____

SECTION-VI

SAFETY MEASURES & COMPLIANCE FORMAT

To
CHIEF GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No : CGI 7199P18

DESCRIPTION OF WORK/SERVICE: HIRING OF VEHICLES AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 2 (TWO) YEARS EXTENDABLE TO ANOTHER 1 (ONE) YEAR SUBJECT TO GOOD CONDITIONS OF VEHICLE & SATISFACTORY SERVICE.

.

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised 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.

Company: _____

Contractor : _____

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Factories Act,1948 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

M/s _____
For & On Behalf Of Contractor

Dated _____

Company: _____

Contractor : _____

SECTION-VII

SECTION-V

**INTEGRITY PACT
(APPLICABLE FOR THIS TENDER)**

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

Company: _____

Contractor : _____

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

Company: _____

Contractor : _____

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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

Section 4 -Compensation for Damages

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

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

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

Company: _____

Contractor : _____

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Company: _____

Contractor : _____

Witness 2:

Place.
Date .

Company: _____

Contractor : _____

PRICE BID FORMATCategory A : General segment: Tata Indica/ Indica Vista or Equivalent

Sl. No.	ITEM	Tata Indica Non AC	Tata Indica AC	Indica Vista Non AC	Indica Vista AC
1	Running Charges per KM (`)				
2	Approx KM	400000.00	360000.00	50000.00	50000.00
3	Total Running Charges (1x2)				
4	Fixed Daily Charges within Guwahati (`)				
5	Approx requirement (days)	6000.00	2500.00	1200.00	1200.00
6	Total Daily Charges within Guwahati (4x5)				
7	Fixed Daily Charges outside Guwahati				
8	Approx requirement (days)	600.00	400.00	600.00	400.00
9	Total Daily Charges outside Guwahati (7x8)				
10	Night Halt charges				
11	Approx Halt days	500.00	300.00	520.00	200.00
12	Total Halting Charges (10x11)				
13	Overtime (OT) Rate beyond 10 hrs duty per day				
14	Approx OT Hrs	20000.00	10000.00	4000.00	8000.00
15	Total OT Charges (13x14)				
16	Grand Total (3+6+9+12+15)				

* Distance from Bidder's Garage to OIL's Office at Pipeline Headquarter Narangi, Guwahati = _____ Km

Company: _____

Contractor : _____

Category B : Medium Segment, AC Operation

Sl.No.	ITEM	Indigo Diesel	Ford Icon	Swift Desire	Innova
1	Running Charges per KM (`)				
2	Approx KM	70000.00	140000.00	50000.00	80000.00
3	Total Running Charges (1x2)				
4	Fixed Daily Charges within Guwahati (`)				
5	Approx requirement (days)	1000.00	1000.00	400.00	600.00
6	Total Daily Charges within Guwahati (4x5)				
7	Fixed Daily Charges outside Guwahati (`)				
8	Approx requirement (days)	200.00	140.00	100.00	300.00
9	Total Daily Charges outside Guwahati (7x8)				
10	Night Halt charges (`)				
11	Approx Halt days	40.00	80.00	48.00	460.00
12	Total Halting Charges (10x11)				
13	Overtime (OT) Rate beyond 10 hrs duty per day (`)				
14	Approx OT Hrs	1400.00	4000.00	1852.00	3240.00
15	Total OT Charges (13x14)				
16	Grand Total (3+6+9+12+15)				

* Distance from Bidder's Garage to OIL's Office at Pipeline Headquarter Narangi, Guwahati = _____ Km

Company: _____

Contractor : _____

PROFORMA-A3**Category C : Upper Segment, AC Operation**

Sl. No.	ITEM	Sonata	Honda City	Honda Civic	Honda Accord	Fortuna
1	Running Charges per KM (`)					
2	Approx KM		100000.00		20000.00	20000.00
3	Total Running Charges (1x2)					
4	Fixed Daily Charges within Guwahati (`)					
5	Approx requirement (days)		400.00		150.00	100.00
6	Total Daily Charges within Guwahati (4x5)					
7	Fixed Daily Charges outside Guwahati (`)					
8	Approx requirement (days)		100.00		20.00	40.00
9	Total Daily Charges outside Guwahati (7x8)					
10	Night Halt charges (`)					
11	Approx Halt days		80.00		20.00	20.00
12	Total Halting Charges (10x11)					
13	Overtime (OT) Rate beyond 10 hrs duty per day (`)					
14	Approx OT Hrs		3700.00		556.00	200.00
15	Total OT Charges (13x14)					
16	Grand Total (3+6+9+12+15)					

* Distance from Bidder's Garage to OIL's Office at Pipeline Headquarter Narangi, Guwahati = _____ Km

Company: _____

Contractor : _____

Category D: Utility Segment, Non AC Operation

Sl. No.	ITEM	Tata Sumo Non Ac	Bolero Non AC
1	Running Charges per KM		
2	Approx KM	60000.00	50000.00
3	Total Running Charges (1x2)		
4	Fixed Daily Charges within Guwahati		
5	Approx requirement (days)	600.00	300.00
6	Total Daily Charges within Guwahati (4x5)		
7	Fixed Daily Charges outside Guwahati		
8	Approx requirement (days)	400.00	200.00
9	Total Daily Charges outside Guwahati (7x8)		
10	Night Halt charges		
11	Approx Halt days	400.00	280.00
12	Total Halting Charges (10x11)		
13	Overtime Rate beyond 10 hrs duty per day		
14	Approx OT Hrs	3240.00	1680.00
15	Total OT Charges (13x14)		
16	Grand Total (3+6+9+12+15)		

* Distance from Bidder's Garage to OIL's Office at Pipeline Headquarter Narangi, Guwahati =_____ Km

Company: _____

Contractor : _____

Category E: Airport & Railway Station Pickup & Dropping TATA Indica Non AC/AC

Sl no	Pick up & Dropping	LGBIA		Within 50KM radius GHY		Ghy_RLY_Stn		Grand Total [(Ax B)+(Cx D)+(Ex F)+(G x H)]
		Approx No of trip(A)	Rate(B)	Approx No of trip(C)	Rate (D)	Approx No of trip (G)	Rate(H)	
1	PHQ/Noonmati with Indica Non AC	600.00						
2	Lakhotkia/Fency Bazar/Paltan Bazar/PHQ with Indica Non AC					400.00		
3	PHQ/Noonmati with Indica AC	600.00		156.00				

Company: _____

Contractor : _____

PROFORMA-A6**Category (F): Diesel Operation: Monthly Hiring Charge**

Sl.No.	ITEM	Tata Indica non AC	Tata Sumo Non Ac	Ford Ikon AC
1	Running Charges per KM			
2	Approx KM	48000.00	30000.00	30000.00
3	Total Running Charges (1x2)			
4	Fixed Monthly Charges within Guwahati			
5	Approx requirement (months)	16.00	10.00	10.00
6	Total Monthly Charges (4x5)			
7	Night Halt charges			
8	Approx Halt days	80.00	60.00	40.00
9	Total Halting Charges (7x8)			
10	Overtime Rate beyond 10 hrs duty per day			
11	Approx OT Hrs	2800.00	1400.00	1000.00
12	Total OT Charges (10x11)			
13	Grand Total (3+6+9+12)			

Notes:

1. Rates for the all the categories should be quoted by the bidders in the above Price Bid Formats and should be inclusive of all taxes and duties including Service Tax. However, bidders should indicate the percentage of service tax included.

2. Payment for running of vehicle(s) from Garage to Reporting Location and Reporting Location to Garage will not be made for the above mentioned Monthly Basis Cars. Hence, bidders are requested to quote accordingly.

3.0 Parking fee for 3(three) types of monthly fixed vehicles as per Proforma-6 will be reimbursed on production of documentary evidence.

Company: _____

Contractor : _____

PROFORMA-B

BID FORM

To
M/S. OIL INDIA LIMITED,
PIPELINE HEAD QUARTER

Sub : Tender No. : _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ (Please fill the amount) for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20_.

Signature

(In the capacity of)

Company: _____

Contractor : _____

PROFORMA-C

FORM OF BID SECURITY (BANK GUARANTEE)

To
M/s. OIL INDIA LIMITED,
Guwahati, Assam, India, PIN - 781171.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s tender No. : _____ know all men by these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment will and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
2. If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter / fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS: _____
Name of Bank & Address: _____

Witness: _____
Address : _____

(Signature, Name and Address)

Date : _____

Place : _____

- * The Bidder should insert the amount of the guarantee in words and figures.
** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

Company: _____

Contractor : _____

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. OIL INDIA LIMITED,
(CHIEF MANAGER -CONTRACTS)
 Kamrup, Guwahati Assam, India, Pin – 781 171

WHEREAS _____ (Name and address of Contractor)
 (hereinafter called "Contractor") had undertaken, in pursuance of Contract No.
 _____ to execute (Name of Contract and Brief Description of the Work)
 _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Company: _____

Contractor : _____

PROFORMA-E

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) SECTION-I indicating the General Conditions of this Contract;
 - (b) SECTION-II indicating the Schedule of Quantities, service/Work, Rates;
 - (c) SECTION-III indicating the Special Terms & Condition;
 - (d) SECTION-IV indicating the Terms of Reference;
 - (e) SECTION-V indicating the Schedule of Material, Plants & Equipment;
 - (f) SECTION-VI indicating Safety Measure & Compliance
 - (g) SECTION-VII Integrity Pact

Company: _____

Contractor : _____

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Guwahati, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Company: _____

Contractor : _____

PROFORMA-F**STATEMENT OF COMPLIANCE/NON-COMPLIANCE**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

- (a) We certify that our offer complies with all IFB requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:

Company: _____

Contractor : _____

PROFORMA LETTER OF AUTHORITY

TO
Chief Manager (Contract)
Oil India Ltd.,
P.O. Udayan Vihar - 781171
Assam, India

Sir,

Sub: **OIL's Tender No:** _____

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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. If signed by a consortium, it shall be signed by members of the consortium.

Company: _____

Contractor : _____

OIL INDIA LIMITED
PHQ, NOONMATI

DUTY SLIP
FOR HIRED VEHICLES ON CALL-OUT BASIS

VEHICLE REG. NO.	DATE OF DUTY
MAKE OF VEHICLE	PLACE TO REPORT
VINTAGE OF VEHICLE	TIME TO REPORT
DRIVER'S NAME	NAME OF USER
MOBILE NUMBER OF DRIVER	MOBILE NUMBER OF USER

Category of Vehicle

General Segment - Non-AC DIESEL PETROL	General Segment – AC DIESEL PETROL	Utility Vehicle DIESEL
Medium Segment DIESEL PETROL	Upper Segment DIESEL PETROL	

Within Guwahati or Outstation Duty		
	Meter Reading	Time
Closing at Garage		
When Released		
When Reporting		
Starting at Garage		
Total	KM (Garage to Garage)	Hrs. (Reporting to Releasing Time)

Pick-up & Drop Duty		
	From (place)	To (place)
Fixed point to point		

Sign & Seal of Contractor

Signature of User

REQUISITION FOR NEXT DAY

NAME PLACE OF REPRTING.....

TIME OF REPORTING SIGNATURE

Company: _____

Contractor : _____