



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

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
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FORWARDING LETTER

Sub: IFB No. CDO4177P21 – Hiring the services of 08 (Eight) nos. of 12 KL capacity bowsers (tankers) with self-loading and unloading facility for transportation of Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a provision of extension by another 01 (One) year.

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **Hiring the services of 08 (Eight) nos. of 12 KL capacity bowsers (tankers) with self-loading and unloading facility for transportation of Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a provision of extension by another 01 (One) year.** One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDO4177P21
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.

(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	<p>Minimum 120 (One Hundred Twenty) days from Original Bid Closing Date.</p> <p>Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.</p>
(ix)	Mobilization Period	:	45 (Forty Five) days from the date of issue of LOA
(x)	Bid Security/EMD Amount	:	<p>Rs. 7,89,000.00 (Rupees Seven Lakh Eighty Nine Thousand only)</p> <p>a. The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith (Proforma-V) issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN.</p> <p>b. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>c. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <u>CGM-CONTRACTS (HoD)</u> on or before 12.45 PM (IST) on the bid closing/opening date otherwise bid will be rejected.</p> <p>d. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p>e. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 9.0 below. Bids</p>

			<p>without Bid Security Deposit in the manner specified above will be summarily rejected.</p> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p><u>Notes:</u></p> <p>Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in Para. No. 4.0 below.</p> <p>Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.</p>
(xi)	Bid Security/EMD Validity	:	<p>As mentioned in the E-procurement portal.</p> <p>(Minimum 150 days from original bid closing date).</p>
(xii)	Original Bid Security to be submitted	:	<p>Office of CGM-CONTRACTS (HoD), CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA</p>
(xiii)	Amount of Performance Security	:	<p>10% annualized of Contract value.</p> <p>a. Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith (Proforma-VII) or in the form of Demand Draft.</p> <p>b. Performance Security Money shall not earn any interest.</p>
(xiv)	Validity of Performance Security	:	<p>90 (Ninety) days beyond the contract period/duration</p>
(xv)	Location of job		<p>Assam and Arunachal Pradesh Fields</p>
(xvi)	Duration of the Contract	:	<p>03 (three) years with a provision of extension by another 01 (one) year</p>

(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer clause No. 28 of General Conditions of Contract.
(xviii)	Bids to be addressed to	:	CGM-Contracts(HOD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Not Applicable
(xx)	Last Date of receipt of Queries	:	Not Applicable

Note:

a. The Bank Guarantee issuing Bank branch must ensure the following:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

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

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of “**Class 3 with Organizations Name and Encryption Certificate**”, the bid will be rejected.

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

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

3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL’s E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

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

3.4 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

3.5 The link to OIL’s E-Procurement Portal has been provided through OIL’s web site (www.oil-india.com).

4.0 EXEMPTION FROM BID SECURITY PAYMENT: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

- a) MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration.

- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.
- c) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

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

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

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

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

9.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

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

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

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

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

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

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

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

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

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

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

12.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Description of Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) BEC/BRC
- c) General Conditions of Contract (GCC): **Part-I**

- d) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- e) Special Conditions of Contract (SCC): **Part-III**
- f) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**
[Not applicable for this Tender]
- g) Safety Measures (SM): **Part-V**
- h) Integrity Pact (IP): **Part-VI**
- i) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
- j) Proformas and Annexures
- k) Technical Evaluation Sheet for BEC-BRC & others

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

SPECIAL NOTE: Please note that all tender forms (Forwarding Letter, (BEC-BRC) Bid Evaluation Criteria & Bid Rejection Criteria, Part-I: (GCC) General Conditions of Contract, Part-II: (SOQ) Schedule of Work, Unit and Quantity, Part-III: (SCC) Special Conditions of Contract, Part-V: (SM) Safety Measures, Part-VI: (IP) Integrity Pact, Price Bidding Format, Technical Evaluation Sheet for BEC-BRC & others) and supporting documents are to be submitted through OIL’s E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602.

a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE):

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT:

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee) must be received at OIL’s CGM-Contract’s (HoD) office at Duliajan **on or before 12.45 PM (IST) on the bid closing date** failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

13.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI/Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s

competent signatory. The Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.),
E-mail: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail id : rudhra.gangadharan@gmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

14.0 PREPARATION OF BIDS:

14.1 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 official and notarized English translated version, which shall govern for the purpose of bid interpretation.

14.2 DOCUMENTS COMPRISING THE BID:

(I) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**

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

(II) PRICED BID:

The Priced Bid shall contain the rates/prices along with the currency and any other commercial information pertaining to the rates/prices. Bidder shall quote their rates/prices in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab in the

main bidding engine of OIL's E-Tender portal. The price quoted in the **"PRICE BIDDING FORMAT"** will only be considered for evaluation.

15.0 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.

16.0 TRANSFERABILITY OF BID DOCUMENTS:

16.1 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.

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

17.0 FORMAT AND SIGNING OF BID:

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

18.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

19.0 SUBMISSION OF BIDS:

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

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

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

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

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

20.0 SCREEN SHOTS

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2019 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Track

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category Description

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

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

Note:

- * The **“Technical Bid”** shall contain all techno-commercial details **except the prices**.
- ** The **“Priced bid”** must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

21.0 Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the form displays: **RFX Response Number** 60038748, **RFX Number**, **RFX Owner** BHARALI, and **Total Value** 0.00 INR. The main section has tabs for **RFX Information**, **Items**, and **Notes and Attachments**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section includes: **Currency:** Indian Rupee (with a callout: 'Bidder to select the currency of the Response'), **Detailed Price Information:** No Price (with a callout: '"Total Bid Value" is mandatory in "No Price" RFX only'), **Terms of Payment:** (with a checkbox), and **Total Bid Value:** (with a callout: '"Total Bid Value" considering all the taxes & duties.').

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the "Price bidding Format".

22.0 DEADLINE FOR SUBMISSION OF BIDS:

22.1 Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 25.0 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

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

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

24.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

24.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

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

26.0 BID OPENING AND EVALUATION:

26.1.1 The bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

26.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 26.1.1 above.

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

26.3 Bids which have been withdrawn pursuant to Clause 24.0 will not be allowed to be opened by the system. OIL shall 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.

26.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 26.3.

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

26.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

26.7 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.

26.8 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.

27.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

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

29.0 CONTACTING THE COMPANY:

29.1 Except as otherwise provided in Clause 27.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 26.5.

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

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

31.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID: OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

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

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

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

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

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

37.0 MOBILISATION ADVANCE PAYMENT:

37.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI, CAG Branch, Kolkata from the date of payment of the advance till recovery/refund.

37.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 02 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

37.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

38.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

39.0 SIGNING OF CONTRACT:

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

39.2 Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) or in the form of Demand Draft favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

39.3 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

39.4 The "Performance Security" will be refunded to the contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

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

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

42.0 Failure of the successful bidders to comply with the conditions as specified in Para 39.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED
(KAUSHIK DAS)

SENIOR CONTRACTS OFFICER (OPERATIONS)

For **CGM (CONTRACTS) (HoD)**

Date: 23.04.2020

For **RESIDENT CHIEF EXECUTIVE**

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

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

1.1 FINANCIAL CRITERIA

1.1.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 39,40,900.00 (Rupees Thirty Nine Lakh Forty Thousand Nine Hundred Only)**.

1.1.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 1.1 above:

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
 - (i) Audited Balance Sheet along with Profit & Loss account.
OR
 - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.

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

- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.

- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 1.1.1 & 1.1.2.

1.2 TECHNICAL CRITERIA

The bidder shall have experience in successfully executing/completing 'SIMILAR WORK' during the last 07 (seven) years reckoned from the original bid closing date of the tender:

"Similar Work" mentioned above means the following:

i. The bidder must be in the business of providing services for transportation of crude oil/condensate/other petroleum products/hazardous chemicals in any Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/E&P Company for a continuous period of minimum 02 (Two) years (i.e. 24 months) by deploying minimum 02 numbers of tankers/bowsers, having capacity not less than 9KLs each.

OR

ii. The bidder must have provided at least 02 nos. of attached bowsers/tankers (having capacity not less than 9 KLs) to Oil India Limited (i.e. experience of providing attached tankers/bowsers to the contractor(s) engaged by OIL) for transportation of crude oil/condensate/other petroleum products/hazardous chemicals for a continuous period of minimum 02 (Two) years (i.e. 24 months).

Note: The bidder who does not fulfill the requirement of number of tankers/bowsers mentioned above under single contract can submit their bid on the basis of maximum 02 (two) contracts, provided each of these contracts has been executed by them for a continuous period of 02 (Two) years (i.e. 24 months).

Notes to BEC Clause 1.2 above:

- a. The bidder must have requisite experience of executing Similar Work during the last 07 (seven) years reckoned from the original bid closing date. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period reckoned from the original bid closing date; but the period of execution must be of requisite quantity as per Clause 1.2(i) and 1.2(ii) above during the last 07 (seven) years reckoned from the original bid closing date.

- b.** For proof of requisite experience which has been completed within the requisite period of 07 (seven) years to be reckoned from the original bid closing date, the following documents have to be submitted along with the bid which must be issued from the organization to which requisite services were provided:

A. In case requisite experience is against OIL's Contract:

I. For bidders participating as per the experience mentioned in 1.2(i) above: Job Completion Certificate or SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) showing at least the following:

- (i) Work done period.
- (ii) Nature of job done and Contract/Work order no.

II. For bidders participating as per the experience mentioned in 1.2(ii) above:

- (i) Contract no. against which the vehicle was deployed for OIL's operation.
- (ii) Vehicle no.
- (iii) Period for which the vehicle was deployed under the contract.

B. In case requisite experience is not against OIL's Contract: For bidders participating as per the experience mentioned in 1.2(i) above:

- a. Copy of Contract document/Work order/LOI/LOA showing details of work.
- b. Job Completion Certificate/Certificate of Payment showing:
 - (i) Work done period.
 - (ii) Nature of job done and Contract/work order no.
 - (iii) Contract Period and Date of completion.

- c.** If the prospective bidder is carrying out similar nature of jobs which is running as on the original bid closing date and the executed period against the contract as on the original bid closing date is equal to or more than the minimum prescribed period in the BEC, such experience will also be taken in to consideration. In such case, the following documents have to be submitted along with the bid issued from the organization to which requisite services are being provided:

A. In case requisite experience is against OIL's Contract:

I. For bidders participating as per the experience mentioned in 1.2(i) above:

- (i) Letter of Award (LOA) & Work order/Contract no.
- (ii) SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) showing the requisite value within the stipulated period.

II. For bidders participating as per the experience mentioned in 1.2(ii) above:

- (i) Contract number against which the vehicle is being deployed for OIL's operation.
 - (ii) Vehicle no.
 - (iii) Period for which the vehicle is being deployed under the contract.
 - B. In case requisite experience is not against OIL's Contract: For bidders participating as per the experience mentioned in 1.2(i) above:
 - (i) Copy of Contract document/Work order/LOI/LOA showing details of work.
 - (ii) Service execution certificate issued from the organization with which bidder has the contract showing at least the following amongst others:
 - Work done period.
 - Nature of job done and Contract/work order no./LOI/LOA
 - Contract Start Date and Scheduled Date of completion.
 - d. In case of similar work executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para 'b' and/or 'c' above, issued directly by the client organization/end user, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.
 - e. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
 - f. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.
- 1.3 (i) Bidder shall offer 05 (Five) numbers of bowser(s)/tanker(s) of model TATA SE 1613 Cowl (or equivalent) having vintage not earlier than 01.01.2014 (year of manufacture). Bidders shall quote as per anyone of the undernoted conditions:
- a) 02 (Two) nos. of readily available bowzers in the bidder's name + 03 (Three) nos. of readily available bowzers (in the name of bidder or attached).
 - b) 02 (Two) nos. of readily available bowzers in the bidder's name + 03 (Three) nos. of brand new bowzers/combination of readily available bowzers and brand new bowzers.
- Note: The readily available bowzers may be in proprietor's name in case of proprietary firm and similarly it may be in the partners' name in case of partnership firm.
- (ii) Bidder who offers readily available tankers/bowzers with condition "subject to availability" of bowser(s)/tanker(s), which is to be confirmed along with their bid; shall also be considered for techno-commercial evaluation.
- a. Bidders shall however confirm availability of the bowser(s)/tanker(s) prior to opening of price bids. Bidders who fail to confirm the same will not be considered for opening of price bids and will not be considered for award of contract too.

b. If any of the offered bowzers are engaged in any of the contracts being awarded by any Central Govt./State Govt./PSU/State Govt. Enterprise/ E&P company, as on bid closing date, then the concerned bidder/contractor should submit an undertaking along with their bid that they will submit NOC from the concerned aforesaid organization prior to opening of price bids.

1.4 Bidder who offers brand new vehicles should declare in their letter head as per Proforma-V that they will provide brand new vehicles in case the bidder is awarded the Contract and that they will submit Annexure-II at the time of mobilization of the Bowser.

1.5 In support model and year of manufacture of bowzers/tankers as mentioned under Clause No. 1.3 above, the bidder must submit valid documentary evidence (mandatory but not limited to) for each bowser as mentioned below, along with their technical bid. All the documents are to be self- certified/attested by the bidder.

Bidder shall submit the self-attested photocopy of the original invoice indicating at least the Chassis Number, Engine Number of the offered bowzers. The bidder shall also submit the self-attested photocopies of the Sale Certificate in Form-21 and Road-Worthiness Certificate in Form-22 of the offered bowzers along with their technical bid. In absence of the aforementioned documents of the offered bowzers, bidders shall submit a letter (self-attested & photocopy) issued by the Original Vehicle Manufacturer in their letter head certifying at least the chassis number, Engine number and month & year of manufacture of the offered vehicle.

The originals of Invoice/letter issued by the Original Vehicle Manufacturer, furnished by bidder(s), shall have to be produced by bidder(s) for verification as and when asked by Oil India Limited (OIL), failing which the offer may be liable for rejection.

1.6 A maximum of 05 (Five) nos. of bowzers only will be accepted from a single bidder, who fulfils the experience criteria as mentioned in Clause no. 1.2. Bidders must conform to the OIL's specification for model TATA SE 1613 Cowl or any other equivalent Truck chassis of vintage not earlier than 01.01.2014 (year of manufacture). Bids offering bowzers/tankers other than the model/specification as mentioned in NIT/tender document will be rejected.

1.7 If the number of technically acceptable bowzers/ tankers of a bidder falls short of 05 (Five) nos., the offer will be rejected. In case the numbers of eligible bowzers/tankers offered by a bidder is more than the present required numbers, then selection will be done on the basis of latest vintage.

1.8 For evaluation, no preference shall be given to the vintage or date of registration of the bowzers/tankers. All bowzers/tankers of vintage not earlier than 01.01.2014 shall be considered at par.

1.9 Bidder shall place the offered vehicles for the entire period of the proposed contract agreement including the extension period, if any, except otherwise as provided under Clause No. 9.4 (Major breakdown) of Part-III: SCC. The bidder should execute an undertaking in favour of OIL to the extent that offered tankers /bowzers shall be placed for the entire period of the proposed contract agreement including the extension period, if any. In case of attached tanker(s), the owner(s) of the tanker(s) and bidder shall

jointly execute such undertaking. Format of the undertaking is enclosed along with this bid document (Annexure- II).

1.10 Same tanker(s)/bowser(s) shall not be offered in more than one offer under this tender. The bidder shall undertake (Format of the undertaking as per Annexure-II) that the tanker(s) offered in his/her offer is not offered in any other offer under this Tender. If same tanker(s)/bowser(s) are found to be included in more than one offer under this tender, such offers shall be summarily rejected.

1.11 The bidder must confirm to mobilize within 45 (Forty Five) days from the date of issue of Letter of Award (LOA) and start the job accordingly.

1.12 Bidders quoting in line with Clause No. 1.3 (i) (a) above shall upload their price bids against E-Tender No. CDO4177P21 and bidders quoting in line with Clause No. 1.3 (i) (b) above shall submit their price bid against E-Tender No. 1673. In case bidders quoting in line with Clause No. 1.3 (i) (a) above upload their price bids in E-Tender No. 1673, their bids shall be categorically rejected. Similarly, in case bidders quoting in line with Clause No. 1.3 (i) (b) above uploads their price bids under E-Tender No. CDO4177P21, their bids shall be categorically rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.23 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

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

1.25 Evaluation Methodology:

I. Price bids of the techno-commercially acceptable bidders quoting in line with Clause No. 1.3 (i) (a) above, shall be opened first.

II. Based on the evaluation of techno-commercially qualified bidders and Clause No. 1.25.I above, the contract for 05 (Five) Nos. of bowsers/tankers shall be awarded to the L1 bidder. The contract for remaining 03 (Three) Nos. of bowsers/tankers shall be awarded to the L2 bidder subject to matching their price to the L1 offer.

In the event the L2 bidder declines to match total quoted rates with that of the L1 offer, the option would be provided to the L3 bidder to match their total quoted rates with that of the L1 bidder and contract would be awarded to them if they match their total price accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder and so on.

III. If the requirement of bowsers are not fulfilled from the bidders quoting in line with 1.3 (i) (a), price bids of the techno-commercially acceptable bidders quoting in line with 1.3 (i) (b) shall be opened.

IV.(a) In the event of non-finalization of any contract against the offers received from the bidders quoting in line with Clause No. 1.3 (i) (a) above, the contract for 05 (Five) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (b) above. The contract for remaining 03 (Three) Nos. of bowsers/tankers shall be awarded to the L2 bidder quoting in line with Clause No. 1.3 (i) (b) above, subject to matching their price to the L1 offer quoting in line with Clause No. 1.3 (i) (b) above.

In the event the L2 bidder declines to match total quoted rates with that of the L1 offer, the option would be provided to the L3 bidder quoting in line with Clause No. 1.3 (i) (b) above to match their total quoted rates with that of the L1 bidder and contract would be awarded to them if they match their total price accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder quoting in line with Clause No. 1.3 (i) (b) above and so on.

(b) In the event of selection for award of contract for only 05 (Five) nos. of bowsers against the offers received from the bidders quoting in line with Clause No. 1.3 (i) (a) above:

i. In case the price quoted by the L1 bidder quoting in line with Clause No. 1.3 (i) (b) is higher than the L1 bidder quoting in line with Clause No. 1.3 (i) (a): Contract for 05 (Five) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (a). Contract for remaining 03 (Three) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (b) subject to matching their price with the L1 bidder quoting in line with Clause No. 1.3 (i) (a). In the event the L1 bidder quoting in line with Clause No. 1.3 (i) (b) declines to match their total quoted rates, the option would be provided to the L2 bidder quoting in line with Clause No. 1.3 (i) (b) to match their total quoted rates with the L1 bidder quoting in line with Clause No. 1.3 (i) (a) and contract would be awarded to them if they match their total price accordingly. In case the L2 bidder also declines, the option would be given to the L3 bidder quoting in line with Clause No. 1.3 (i) (b) and so on.

ii. In case the price quoted by the L1 bidder quoting in line with Clause No. 1.3 (i) (b) is lower than the L1 bidder quoting in line with Clause No. 1.3 (i) (a): Contract for 03 (Three) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (b) above and the contract for the remaining 05 (Five) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (a) above subject to matching their price with the L1 bidder quoting in line with Clause No. 1.3 (i) (b).

In the event the L1 bidder quoting in line with BEC Clause No. 1.3 (i) (a) refuses to match their price with the price of L1 bidder quoting in line with the BEC Clause No. 1.3 (i) (b), then the L1 bidder quoting in line with BEC Clause No. 1.3 (i) (b) shall be awarded contract for 5 nos. of bowser. The contract for remaining 03 (Three) Nos. of bowsers/tankers shall be awarded to the L2 bidder quoting in line with BEC Clause No. 1.3 (i) (b) subject to matching their price to the L1 bidder quoting in line with Clause No. 1.3 (i) (b).

In the event the L2 bidder quoting in line with BEC Clause No. 1.3 (i) (b) declines to match total quoted rates with that of the L1 bidder quoting in line with BEC Clause No. 1.3 (i) (b), the option would be provided to the L3 quoting in line with BEC Clause No. 1.3 (i) (b) bidder to match their total quoted rates with that of the L1 bidder quoting in line with BEC Clause No. 1.3 (i) (b) and contract would be awarded to them if they match their total price accordingly. In case the L3 bidder quoting in line with BEC Clause No. 1.3 (i) (b) also declines, the option would be given to the L4 bidder quoting in line with BEC Clause No. 1.3 (i) (b) and so on.

2.0 BID REJECTION CRITERIA (BRC):

2.1 The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

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

2.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

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

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

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

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

the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

2.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

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

- (i) Firm price
- (ii) EMD/Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee/Security deposit
- (vi) Delivery/Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material/work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration/Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

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

2.12 Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.

2.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **"Part-VI/Integrity Pact"** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

3.0 GENERAL:

3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on

account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

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

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

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

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

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

GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK/SERVICES: Hiring the services of 08 (Eight) nos. of 12 KL capacity bowzers (tankers) with self-loading and unloading facility for transportation of Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a provision of extension by another 01 (One) year.

A. DEFINITIONS:

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

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

WITNESSETH:

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

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

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

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

3.0 The Company's Engineer shall have power to:

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

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

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

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

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

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

5.0 The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The

valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

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

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

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

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

8.0 The duration of the contract shall be initially for a period of **03 (Three) Years** from the commencement of the same i.e. after completion of mobilization with a provision of extension by another **01 (One) year** as per Company's requirement. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

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

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

On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of

the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

Chief General Manager – PSS
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.

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

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

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

14.0 The Contractor shall deploy local persons in all works.

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

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

17.0 GENERAL OBLIGATIONS OF COMPANY:

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

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

18.0 SPECIAL CONDITIONS:

- a) ~~The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these

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

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

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

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

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

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the

stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- f)** Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g)** The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

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

of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

20.0 FORCE MAJEURE:

20.1 In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

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

20.2 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

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

21.0 TERMINATION:

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

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

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

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

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

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

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

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

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

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

23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW: Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

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

25.0 SET OFF CLAUSE: "Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or

such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

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

27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.

28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES: In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

29.0 SUBCONTRACTING: Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party. Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

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

31.0 LIABILITY:

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

31.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor

irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

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

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

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

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

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

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

31.9 LIMITATION OF LIABILITY: Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

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

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

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

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

33.0 INDEMNITY AGREEMENT:

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

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

34.0 APPLICABLE LAW:

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

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

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

36.0 SUBSEQUENTLY ENACTED LAWS:

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

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

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

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

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

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

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

37.0 GOODS AND SERVICES TAX:

37.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

37.5.1 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.

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

37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:

37.6.1 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.

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

37.7 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.

37.8 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.

37.9 **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**.

37.10 **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.

37.11 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.

37.12 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.

37.13 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.

37.14 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.

37.15 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.

37.16 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.

37.17 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.

37.18 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.

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

37.20 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.

37.21 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.

37.22 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.

37.23 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.

37.24 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 liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

37.25 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;
Note: OIL GSTIN numbers are as follows:
Assam :18AAACO2352C1ZW
Arunachal Pradesh :12AAACO2352C1Z8
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorized representative.
GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

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

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

37.26 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.

37.26.1 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.

38.0 WITHHOLDING:

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

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

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.
When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

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

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

40.0 PERFORMANCE SECURITY: The Contractor has furnished to Company a Demand Draft/Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of annualized contract value) with validity of 90 (Ninety) days beyond the contract period/duration. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. If the performance security is submitted in the form of bank guarantee then in the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

41.0 NOTICE:

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

Company

a) For contractual matters

CGM-Contracts
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in

b) For technical matters

Chief General Manager - PSS
OIL INDIA LIMITED
PO DULIAJAN - 786602,
ASSAM, INDIA
Phone No. 91-374-2806440
Email: agadhmedhi@oilindia.in

Contractor

Phone No.:

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

SCHEDULE OF WORK, UNIT AND QUANTITY: (SOQ) (FOR ONE NUMBER OF BOWSER)

DESCRIPTION OF WORK/SERVICE: Hiring the services of 08 (Eight) nos. of 12 KL capacity bowzers (tankers) with self-loading and unloading facility for transportation of Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a provision of extension by another 01 (One) year.

Item No.	Description of Services	UOM	Estimated Quantity
10	Fixed charge per Bowser per day	Mon (Month)	36
20	Running charge per km	KM (Kilometer)	180,000
30	Single OT for Driver: Additional payment for working from 8th to 9th hr in a particular day as applicable.	HR (Hour)	1,096
40	Single OT for Helper: Additional payment for working from 8th to 9th hr in a particular day as applicable.	HR (Hour)	1,096
50	Double OT for Driver: Additional payment for working beyond 9th hr in a particular day as applicable.	HR (Hour)	3,288
60	Double OT for Helper: Additional payment for working beyond 9th hr in a particular day as applicable.	HR (Hour)	3,288
70	Provident Fund (P.F) for Driver	Day	1,096
80	Provident Fund (P.F) for Helper	Day	1,096
90	Employees' State Insurance (E.S.I) for Driver	Day	1,096
100	Employees' State Insurance (E.S.I) for Helper	Day	1,096
110	Cost of Uniform and Shoes for 1 driver and 1 helper	NO (Number)	6
120	GPAP for 1 driver and 1 helper	NO (Number)	6

1. Tenure of Agreement: 03 (Three) years with a provision for extension by another 01 (One) year.
2. Mobilisation Period: 45 (Forty Five) days from the date of issue of LOA.

Note:

1.0 The Fixed Charge per month shall be inclusive of the following:

- a) Vehicle for 24 hours with services of driver & helper for 08 (Eight) hours normal duty every day which is inclusive of wages of regular driver/helper, relief driver/helper for rest day, holiday and other emoluments like bonus etc. as per MoS dated 24.01.2014. However, if the minimum wages notified by Government of India exceeds the rates mentioned in this MoS, then the minimum wages will prevail. The operating crew consists of one driver and one helper.
- b) The Fixed Charge should include all liabilities including statutory liabilities but should be exclusive of PF, ESI, cost of uniform of the driver/helper & applicable GST.

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

- a) The normal duty hours will be for 08 (Eight) hours every day.
- b) Single Over Time (for duty beyond 8 hours but less than 9 hours) and Double Over Time (for duty beyond 9 hours) amounts will be paid on actuals at the rates prevalent as per the M.O.S. dated 24.01.2014/Govt. Notification at the time of actual execution of the work.

3.0 GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence. Contractors are required to raise monthly GST Invoices for reimbursement of GST against the contract. In absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

4.0 The Bidder(s)/Contractor(s) should undertake to pay monthly wages to his/her/their crew/staff engaged under this contract as per provisions of MOS dated 24.01.2014, copy of which is available at the office of CGM-Contracts.

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

- (a) Variation in the running charges will be effective provided fuel (Diesel) price changes plus or minus 5% (Five percent) over the tendered HSD price of Rs. 66.96 per litre. Subsequent variations in running charges will be effective once the fuel (Diesel) price decreases or increases by another 5% over the existing fuel price and so on i.e. for every 5% (or more) decrease or increase in existing fuel price there will be change in running charge

accordingly. For any Diesel price variation within 5% of the prevailing rate less (fuel price in a particular time) there will not be any change in running charge.

Change in running charges for the tankers/bowsers will be reviewed once in every month. For this, daily rates of HSD at Duliajan for the previous month will be obtained from IOC and simple average will be worked out. This monthly average and the last amended HSD price of the contract will be used to calculate the variation in running charges in the month. However, the lower threshold limit of running charge per Km is limited to 0 (zero).

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

6.0 The payment of monthly Salary/Wages to the Driver(s)/Helper(s) must be made through A/C payee Cheque/online Bank Transfer by the contractor. The contractor must also submit certificate(s) (declaration/s as per format may be seen at the office of the CGM-Contracts or GM-Logistics) duly signed by both the contractor & Driver(s) along with the monthly statement-cum-kilometrage bill of each subsequent month in support of payment of the wages to driver(s).

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

8.0 The Driver(s) & Helper(s) will be insured for an amount of Rs 03 (Three) Lakh and 02 (Two) Lakh respectively under Group Personal Accident Policy (GPAP) by the contractor for coverage under Employees Compensation Act, 1923. The annual premium will be reimbursed to the contractor by the Company on production of documentary evidence.

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

- (i) 02 (Two) set of uniform in 1(one) year @ Rs 1500.00 x 2) : Rs 3000.00
- (ii) 01 (One) pair of shoe per year @ Rs 500.00 : Rs 500.00

Total: Rs 3,500.00 per person in 01 (one) year.

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

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

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1.1 "AGREEMENT" means this service Agreement.

1.2 "POL" means petroleum, oil and lubricants.

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

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

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

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

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

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

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

1.9 "COMPANY" means Oil India Limited.

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

1.11 "COMPANY ENGINEER" means the following:

- i) Head of the Department (OGPS)/Head of the Department (PSS) or his nominee in case of the following events:

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

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

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

1.14 "DAILY LOG BOOK" means the format annexed vide Proforma-I hereof as may be certified by the Company Engineer on a day-to-day basis during the tenure of this Agreement.

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

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

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

- a) Delay in initial placement of tanker(s)/bowser(s) beyond the stipulated date.
- b) Unsuitability of the Driver or Attendant and/or working crew.
- c) Drunkenness and intoxication of the driver and/or the attendant/crew.
- d) Non-availability of tanker(s)/bowser(s) due to any reason, whatsoever, including but not limited to the conditions mentioned below:
 - Deteriorated mechanical condition of the tanker(s)/bowser(s) and/or breakdown.
 - Due to inadequate routine maintenance.
 - Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.
- e) Non-possession of the valid permits and licenses for the crew and tanker(s)/bowser(s).
- f) Non-supply of fuel.
- g) Not having refuelling arrangement for the bowser(s) from the petrol pump near the respective Bowser Unloading Stations (BUS)
- h) Delay in placement of tanker(s)/bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorised and un-timely release of tanker(s)/bowser(s) on any day without prior permission and authorization from the Company engineer during the tenure of this Agreement.
- i) If the Contractor bases the tanker(s)/bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.
- j) Non-availability of tanker(s)/bowser(s) due to defects detected upon periodic inspection/tests by the Company.

- k) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- l) Non-availability of tanker(s)/bowser(s) or crew when required by the Company Engineer.
- m) Failure on the part of contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the contractor to abide with particular instructions as set out in clause 5.0 hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause 6.0 hereof.
- n) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of tanker(s)/bowser(s)/crew when the Company's operations are normal except Clause 1.31.(i).
- p) Non-availability of Bowser services due to stoppage of work/strikes by Contractor or his/her crew for any reason whatsoever.
- q) Non availability of valid documents as mentioned in 19.8.11

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

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

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

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

k) Any other as required under law in force.

1.20 "LEAVE" means Annual Leave to be granted to the Crew who are employees of the Contractor as per the stipulations of the Motor Transport Workers Act, 1961 as may be in force from time to time/as per Memorandum of settlement (MOS) dated 24.01.2014.

Note: MOS dated 24.01.2014 means Memorandum of settlement (MOS) dated 24.01.2014 arrived during Conciliatory Proceeding on the industrial dispute raised by the Motor Worker's Union(MWU) with the Undivided Dibrugarh District Trade & Transport Contractors Association (UDDTTCA) in the presence of the Management of Oil India Limited (OIL), Duliajan.

1.21 "CREW" means the driver and other personnel to be employed in each of the tanker/bowser as deemed fit by the Contractor for smooth running of the service in respect of whom payment shall be made as per Memorandum of settlement (MOS) dated 24.01.2014.

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

1.23(I) FIXED CHARGE PER DAY means fixed charge which will be inclusive of rental, all applicable taxes & duties, insurance premium, establishment costs, wages and other emoluments of Drivers/Helpers/Reliever Driver/Reliever Helper which the contractor will have to engage and provide at all times essentially for the continuous operation of the services envisaged under this Agreement. The contractor shall have to ensure full compliance with Motor Vehicle Act 1988 and Motor Transport Workers Act 1961 and MoS dated 24.01.2014 (including latest amendments, if any) as well as all applicable statutory acts as may be in force time to time governing the engagement of the staff, their conditions of service including payment of wages, statutory/weekly off, holidays, overtime, annual leave, etc. The fixed charge payable under this agreement shall be deemed to be inclusive of all payments to be borne by the contractor on all such accounts.

Note: Fixed charge is exclusive of GST, PF, ESI, cost of uniform, GPAP.

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

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

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

- a) The Motor tanker(s)/bowser(s) Act, 1988.
- b) The Motor Transport Worker's Act, 1961

- c) The Contract Labour (Regulations & Abolition) Act, 1970.
- d) The Minimum Wages Act, 1948.
- e) The Employees Provident Fund & Miscellaneous Act, 1952.
- f) The Mines Act, 1952 and Oil Mines Regulation, 2017
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order) Act, 1946
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Motor Vehicle Act, 1988
- m) Public Liability Insurance Act, 1991
- n) Any other Act as applicable from time to time.

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

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

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

1.27 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Contractor is required to give to his/her/their operating crew as per the Motor Transport Workers Act, 1961/MoS dated 24.01.2014 or its amendment if any, in respect of which adequate relief driver/crew as per Contract requirement shall be provided at no extra cost.

1.28 "TAXES AND DUTIES" means Road Tax, Fitness Fee, Road permit Fee, Registration Fee, Inter-State Permit Fee for tanker(s)/bowser(s) and crew etc. as may be due and payable by the Contractor entirely at his/her own cost towards operation of the services envisaged under this Agreement. For GST kindly refer GCC of the Contract.

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

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

- i) For maintenance up to 48(Forty-Eight) hours per bowser/tanker per month, counted from the beginning of the month and duly certified by the company engineer

that the shutdown was due to maintenance of the tanker(s)/bowser(s). This facility will be limited to maximum of 4(Four) instances per tanker/bowser in a calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and penalty will be imposed as per Clause No 13.0 of SCC.

In case a bowser/tanker is placed after the 15th day of calendar month at the start of the contract (i.e at the time of initial placement of the bowser/tanker) , the allowable maintenance period will be limited to a maximum of 24 Hrs only. This facility will be limited to maximum of 2(Two) instances per tanker/bowser .Any excess shut down over 24 hours for maintenance shall be treated as default and penalty will be imposed as per clause No 13 of SCC.

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

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

2.0 DESCRIPTION OF WORK:

2.1 The Contractor shall agree and undertake to carry out the service by deploying the required no. of bowzers of model not earlier than 01.01.2014 in the area of operations of the Company as per the instructions of the Company Engineer during the entire tenure of the contract.

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

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

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

2.5 The Contractor shall supply and maintain the services of all tankers/bowzers EVERY DAY basis as may be required by the Company.

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

2.7 The monthly disbursement of wages to his/her crew bowser/tanker operating crew by the contractors will be made latest by the 10th day of the subsequent month. The mode of disbursing the monthly wages to the crew by the concerned contractors will be through account payee cheque or bank transfer/e-remittance as may be agreed upon mutually themselves. The contractor will have to issue proper wages slip Contract

Labour (Regulations & Abolition) Act, 1970 to the crew containing therein the requisite details such as income, advance payment and deduction, if any.

2.8 The contractor shall comply to all terms and conditions of the Memorandum of settlement (MOS) dated 24.01.2014 and its amendment if any signed by the Motor Workers' Union, Duliajan and Bowser Contractor's Association during the tenure of the contract. The Contractor further undertakes to pay all his/her/their operating staff working under this Agreement the due wages in time including any arrears/revise of wages which may arise due to amendments in future of the above mentioned MOS.

3.0 MANNER OF CONDUCTING WORK: The Contractor shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

4.0 OBLIGATIONS OF THE CONTRACTOR:

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

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

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

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

4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously.

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

4.6 In case the tanker(s)/bowser(s) is not available for duty due to crew's strike, the tanker/bowser will be treated as shut-down for the period of strike and penalty shall be applicable as per clause no.13 SCC of the Contract.

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

4.8 In case of accident of tanker/bowser, the contractor or his/her representative shall lodge FIR with the nearest Police Station immediately and inform the company in writing about the accident as soon as possible but not later than 24 hours. The contractor shall arrange for guarding the vehicle as well as the product. If there is any spillage of crude oil/condensate at the site of the accident, the contractor shall take immediate action towards collection and transportation of the spilled product to the respective Bowser Unloading Station/Central Tank Farm and arrange for proper cleaning of the site for environment protection at their own cost.

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

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

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

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

- 4.13 The Contractor shall keep the tanker(s)/bowser(s) roadworthy throughout the contract period by complying with the statutory requirement, failing which the tanker(s)/bowser(s) will be treated as shut down.
- 4.14 The Contractor should ensure that the Crew(s)/(as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular crew as per the requirements of the Company Engineer. In the event of failure to do so, the tanker(s)/bowser(s) shall be treated as shut down, in which case the penalty shall be deducted from the Contractor.
- 4.15 The contractor will ensure good conduct of their bowser crews, while on duty. The contractor will be held fully responsible for any unruly behaviour of bowser crews or any mishap created by bowser crews. Company reserves the right to ask the contractor to remove any unruly bowser crew and in such event contractor shall remove the crew immediately from the service and arrange suitable replacement in terms of the contract without any disruption of the service. In the event to failure to do so, the tanker/bowser will be treated as shutdown till such time a suitable replacement is made, in such case the penalty shall be deducted for the contractors bill(s).
- 4.16 The contractor shall be responsible for maintaining all the details including daily attendance of all the crew members engaged under the contract on regular basis. Contractor will be required to produce the same whenever asked by the company. The Contractor will be required to submit a certificate to the Company every month along with the Monthly kilometreage Statement-cum Bill in the format set out in Proforma-III annexed herewith to the effect that all statutory requirements effecting the operations of the service under this Agreement under various Statutory Acts have been complied with.
- 4.17 The contractor shall undertake only journeys authorised by the Company Engineer. Any unauthorised journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.
- 4.18 The mode of disbursing the monthly wages to his/her crew by the concerned contractors will be through account payee cheque or bank transfer/e-remittance as may be agreed upon mutually themselves. Further, if asked by the Company, the Contractor shall produce certificate/statement from the concerned bank towards proof of payment of wages to their crew/operating staff. No payment shall be processed if aforesaid information is not accompanied in the Bill of the corresponding month.
- 4.19 The Contractor shall operate the service envisaged under this agreement in an efficient manner as per the instructions of the Company Engineer. The contractor shall abide by the Company Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.
- 4.20 Contractors will be required to arrange entry passes for the crew(s) employed by him and for himself from CISF for entering into OIL Operational Areas.
- 4.21 Contractors will be required to make refuelling arrangement for the bowsters from the petrol pump near the respective Bowser Unloading Stations. For this purpose Re-fuelling time for the tanker(s)/bowser(s) shall not be more than 30(Thirty) minutes as stipulated in clause no. 1.31 (iii).

4.22 The contractor shall ensure use of Safety shoes, Safety hand gloves, Safety helmets and uniforms by the bowser crews while on duty. These safety items and the uniform for the bowser crews shall be provided by the contractor. In the event of non-compliance of the clause by any contractor, the company may initiate action as per terms and condition of the contract.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

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

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

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

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

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

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

Company's decision in this regard shall be final and binding on the Contractor.

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

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

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

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

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

5.11 At the time of placement of the tanker(s)/bowser(s), the Contractor must furnish to the Company the name(s) of the crew as may be applicable together with particulars of their driving license(s), Hazardous training certificate of driver, Petroleum product carrying licence(s), PF & ESI code of driver & Helpers, IME/PME records, PPE, First Aid Kit, Vehicle Fitness certificate, Goods carrying permit, Tank Calibration certificate, Dip stick, Fire extinguisher (DCP), GPAP etc. All the above mentioned certificates/documents and any other statutory documents must be valid on the date of placement. In case any changes are made in the crew deployed under this Agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing detailing the reasons for replacement and furnish similar particulars as required hereof in respect of the replacement(s).

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

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

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

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

5.16 Necessary pump for loading and unloading the fluid to be supplied by the contractor along with each vehicle.

SPECIFICATION OF THE CENTRIFUGAL PUMP:

- (a) Density of fluid - 0.8 to 1.2 gm/cc
- (b) Pump capacity - 12 Kl/Hr(Minimum)
- (c) Suction head - 5 m (Minimum)
- (d) Total head - 10 m (Minimum)
- (e) Suction end - 50 mm
- (f) Discharge end - 50 mm

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

same. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/her own cost.

5.17 All bowzers should be fitted with spark arrestor in the exhaust.

6.0 RIGHTS OF COMPANY ENGINEER:

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

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

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

(i) Fix the normal duty hours/timings of the Contractor and regularly monitor the same.

(ii) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.

(iii) Instruct the Contractor to replace by another suitable person(s) if any of his/her crew engaged for running/operating the tanker(s)/bowser(s) or for general management of the service is found unsuitable for the job. Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.

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

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

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

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

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

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

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

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

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

(xiii) Instruct the contractor to remove any crew member, whom in his opinion is behaving in unruly manner or committing any misconduct while on duty.

(xiv) Instruct the contractor to produce any document pertaining to the subject tender and/or contract agreement.

(xv) The Company Engineer may advise the contractor to train his/her crew engaged under this agreement to undergo statutory training organized by the Company for a short duration. In this case, the contractor shall have to cooperate with the company and deploy relief crew(s) to provide uninterrupted services as required.

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

7.0 SECURITY DEPOSIT:

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

(a) In case of any event occurring as envisaged in Clause-9.1 hereof,

(b) In case of any event occurring as envisaged in Clause-10.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall

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

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

8.0 LIQUIDATED DAMAGE (LD): If any contractor fails to place his/her bowser(s) within the stipulated time limit of 45 days from the date of issue of Letter of Award (LOA), then the contractor will be liable to pay liquidated damages to the company by way of penalty at the rate of 0.5% of contract value per week or part thereof for the particular bowser for the delay in placement, subject to a maximum of 7.5% of the contract value of the particular bowser. However, in case the contractor fails to place his/her all bowser(s) beyond 150 (one hundred fifty) days from the date of issue of LOA, then his/her particular contract will be cancelled terminating the services of all the bowers placed so far against the contract.

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

9.1 The Contractor shall supply and maintain the services of all the tanker(s)/bowser(s) in normal service EVERY DAY with crew as required by the Company. In the event of default, the Contractor is liable to be penalised as per Clause no. 13 of SCC. Such penalty will be recovered normally from the Contractor's running monthly/outstanding bills. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

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

9.3 In case of Bandhs, Road Blockade, Strike etc. called by various organizations, if the tanker(s)/bowser(s) is/are not available for crude oil transportation duty due to absence of crew otherwise affecting Company's operation and if in the opinion of the company such situation could have been avoided, then such tanker(s)/bowser(s) will be treated as shut down and penalty as per clause 13 of SCC will be imposed and shall be recovered from the Contractor's bills with proper intimation. It is to be clearly understood that 48 hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandhs/strike period.

9.4 Major break-down:

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

i) Pro-rata fixed charges will be deducted and the same will attract penalty for the time required to repair and place back the bowser/tanker into Company's service. However, if contractor notifies within 48 hours in writing to the Company with adequate proof viz. police report, MVI report etc about accident along with copy of FIR (FIRST INFORMATION REPORT) lodged by the contractor in addition to other documentary proof, Company may waive off the penalty imposed for the above, subject to conditions mentioned in (B) hereunder. The decision of the Company's representatives shall be final and not alterable in this regard.

ii) In the above case, the contractor may provide the replacement bowser/tanker having same specification and vintage(or latest) for the period of shut-down of the accident tanker/bowser and on acceptance of such replacement bowser/tanker, by the Company, pro-rata fixed charges will be payable to the Contractor during the period of utilisation of the replacement bowser.

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

i) Accident caused by rough/rash driving/over-speed (more than the prescribed speed limit of 20km/hr) or because of negligence of the driver, whether or not it involves third party or where a FIR is lodged by a third party or case is registered by Police and services of the bowser/tanker are not available for formalities to be observed as per the laws of the land.

ii) The bowser/tanker is involved in litigation or in theft cases for which a case has been registered by the police. In such situations the bowser/tanker will be treated as

shut down and will attract penalty in addition to the deduction of pro-rata fixed charges.

(C) In case of major maintenance (exceeding allowable 48 hrs/month) fixed charges will not be payable and the same will attract penalty. However, if the contractor gives a replacement bowser/tanker of the same specification (with same vintage or latest) for the period of shut-down of the tanker/bowser, the same will not attract penalty. During the period of utilisation of the replacement bowser(s)/tanker(s) pro-rata fixed charges will be payable to the contractor. However, prior to placement of replacement bowser, the contractor shall intimate the company in written. In case, the contractor places the original bowser again and the bowser is not found to be road worthy during the inspection, Company may at its discretion allow the replacement bowser to continue in the operation for a further period as decided by the Company.

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

9.5 The contractor shall compensate the company if there is a loss of crude oil/condensate during transit. The amount of such loss will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than FOB (import) price of crude oil.

9.6 In case the contractor tanker is met with an accident damaging the life and property of 3rd party(s) in addition to loss of POL wholly or partly, the contractor shall sort out the matter immediately with the 3rd party(s) and settle all the dues claims including insurance, if any, at the earliest. In the event of failure to settle such claim by the contractor immediately but not later than 24 hours, the Company may at its discretion, to avoid disruption to company's operation which may arise due to such accident, settle such claim of the 3rd party(s), in which case the amount so paid to the 3rd party(s) shall be deducted from the outstanding bills of the contractor. For the accident case, (which is to be substantiated by proper Police Report and MVI Report) loss of crude oil will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than FOB (import) price of crude oil.

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

10.0 TERMINATION:

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

10.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.10, the Company may procure, upon such terms and in such manner as may deem appropriate similar services and in such event shall be liable for any excess costs incurred by the Company in this regard. However, the contractor shall continue performance of the contract to the extent not terminated.

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

10.4 The Company may, in a written notice sent to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 60(sixty) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The contractor will not be entitled to any damages or compensation on account of such termination.

10.5 The Company's bowser transportation requirement may be reviewed during the contractual period and in case the company's bowser transportation requirement is reduced, the company reserves the right to dehire some of the bowsers on completion of 395(three hundred ninety five) days from the date of issue of LOA in the manner as detailed in Clause-26.0 hereunder. However, the company will give two month notice prior to dehiring of bowsers under above circumstances.

10.6 In case of default due to delay in placement of tanker(s)/bowser(s) beyond 150 (one hundred fifty) days from the date of issue of LOA and the contract shall be dealt as per OIL's Banning Policy.

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

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

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

11.0 BILLING & PAYMENT:

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

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

ii) a) Prepare monthly kilometreage statement-cum-bill as per Proforma-II and submit the same to the Company's Engineer for verification at the end of the month. The monthly kilometreage statement-cum-bill must be accompanied with a certificate every

month furnished by the Contractor as per Proforma-III towards his/her compliance with the Statutory Acts effecting the operation of this service agreement.

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

- Such kilometreage and time as may be involved for refuelling is in excess of the allowable time.
- Such hours/days or part thereof as may be involved on for routine servicing and maintenance in excess of 48(Forty Eight) hours in a calendar month.
- Such hours/days or part thereof as may be involved in any month when the tanker(s)/bowser(s) was/were shut down due to default or otherwise.

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

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

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

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

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

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

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

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

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

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

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

- i) Daily Log Book in original for the month.
- ii) Statutory compliance statement per Proforma-III.
- iii) Proof of payment to bowser crews as per Proforma-IV and Form XIX (wage slip).

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

(a) Variation in the running charges will be effective provided fuel (Diesel) price changes plus or minus 5% (Five percent) over the tendered HSD price of Rs. 61.04 per litre. Subsequent variations in running charges will be effective once the fuel (Diesel) price decreases or increases by another 5% over the existing fuel price and so on i.e. for every 5% (or more) decrease or increase in existing fuel price there will be change in running charge accordingly. For any Diesel price variation within 5% of the prevailing rate less (fuel price in a particular time) there will not be any change in running charge.

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

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

(c) During extension period as per SCC clause no. 15.

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

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

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

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

12.6 Deleted

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

13.0 PENALTY:

i) For non-deployment of tanker(s)/bowser(s) (excluding the allowable time for maintenance & refuelling time) penalty shall be levied as follows:

a) For non-deployment of bowser upto 2(two) hours: Penalty shall be levied @80% of the fixed charge per day/bowser on pro-rata basis upto 2 hours.

b) For non-deployment of bowser beyond 2 (two) hours: Penalty shall be levied @ 80% of the fixed charge per day/bowser.

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

ii) For non-deployment of tanker(s)/bowser(s) per day during any bandh/strike if company provides security: Penalty will be levied @ 80% of the fixed charge per day/bowser and the pro-rata fixed charge for the period of non-deployment of the bowser(s)/tanker(s) will not be payable.

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

a) Unsuitability of the working crew.

b) Drunkenness and intoxication of the crew.

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

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

ii) Due to inadequate routine maintenance.

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

will be treated as shutdown and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given in clause 13.0 (iv).

vii) Vendors/Bidders and owner of attached bowser should submit an affidavit to certify that the genuineness of documents/certificates submitted by them along with their bids including documents of attached vehicle(s).

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

15.0 DURATION OF CONTRACT: Subject to the provisions of the clause 10.0 hereinabove, the terms of this contract shall be for a period of 36 months commencing from the date of placement of first bowser of the contract. On completion of the contract period, this Contract shall stand terminated without requiring any notice from either party to the other. At the sole discretion of the Company,

The duration of the contract may be extended upto 12 months with revised Fixed rate. The revised fixed rate will be calculated as under

Revised fixed rate = (fixed charge - applicable wage component) x 0.9 + applicable wage component)

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

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

17.0 FORCE MAJEURE CONSEQUENCES:

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

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

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

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

19.0 SPECIAL CONDITIONS:

19.1 INDEMNITY:

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

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

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

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

19.2 INSURANCE:

19.2.1 Comprehensive insurance of the Bowser: The contractor shall arrange comprehensive insurance of the bowser to cover all risks in respect of third party including but not limited to their personnel, materials and tanker(s)/bowser(s) belonging to the contractor or his/her contractors or sub-contractors during the currency of the Agreement and shall provide certificates of such insurance.

19.2.2 Insurance of Bowser crews against Personal Accidental Policy: The contractor shall arrange insurance of his/her bowser crews against Personal Accidental Policy for any physical injury during mob violence (Coverage: Fatal, partial/permanent disablement) while carrying out crude oil transportation duty. OIL will reimburse the contractors the premium amount paid to the Insurance Company for the purpose on submission of valid documentary evidence. The sum insured limit for which OIL will reimburse the premium amount is as under:

For bowser drivers: Rs. 3,00,000.00/-

For bowser helpers: Rs. 2,00,000.00/-

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

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

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

Note: The contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the tanker(s)/bowser(s) or operation of the services envisaged under this agreement. The Statutory requirements and other obligations to be performed or any other enactment affecting the operation of services under this agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility. Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

19.3 TAXES & LEVIES:

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

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

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

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

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

19.7 COMMENCEMENT DURATION AND MOBILISATION:

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

19.7.2 The duration of the contract may be extended for another 12 months at revised fixed rate as per SCC clause no. 15.0.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.1 The contractor/his representative is to collect requisition slip from the unloading point without which they will not be allowed to load crude oil in the tankers from the loading point.

20.2 The contractor/his representative/driver will check and verify the quantity and quantum of crude oil/condensate loaded to their tanker/bowser by the Company's personnel at loading point.

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

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

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

20.6 Loaded tanker must reach the unloading point within the stipulated time as given in the Clause-21.1 hereunder. Inordinate delay in travel time must be intimated in writing to the Company's representative either at the loading point or unloading point within a reasonable time not exceeding 24 hrs.

20.7 The seals fixed at the outlet of each chamber and top cover of each chamber of the bowser/tanker must not be tampered. Company's representative at the unloading points will check and verify the seals before unloading the crude oil/condensate. In case of any doubt about the seals or in case of late arrival of loaded tankers/bowsters at the respective unloading stations, the Company will have the right to carry out thorough investigation including testing of crude oil samples from such tankers/bowsters and take necessary action as deemed fit.

20.8 There shall be extra unloading arrangement in the bowser/tankers other than the outlet at the manifold of the chambers.

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

20.10 On completion of delivery, the contractor is to obtain signature of the Company's representative on delivery challans in token of delivering the right quality & quantity of the crude oil/condensate at the unloading points. The receipt/challan and the

requisition slips are to be returned to the company at the office of the Engineer in-charge of the unloading point.

20.11 In case of any discrepancy/dispute in dip measurement and any quality of the crude oil on arrival at the unloading point, the decision of the Company shall be final and binding on the contractor.

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

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

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

20.15 Services of the tanker/bowser are not to be utilised for carrying other than petroleum products during the tenure of the contract.

20.16 The contractor must ensure that the quantity and quality of the transported crude oil/condensate shall remain intact till the crude oil is delivered at the unloading point. Any shortfall &/or deterioration of the quality of crude oil/condensate shall be contractor's responsibility and shall be dealt as per clause no.8.1 of special conditions of contract (scc).

20.17 The contractor shall carry out its services seven days a week throughout the contractual period and extension period, if any. The tanker(s)/bowser(s) is/are to be deployed for 24(twenty-four) hours a day whereas the crew(s) is/are to be deployed for 8 (eight) hours a day on hourly shift basis. In case the crew(s) is/are required to be deployed beyond 8 (eight) hours in a day. The crew(s) shall be paid overtime wages for the extra hours of work.

21.0 SPECIAL CLAUSES:

21.1 TRAVEL TIME REQUIRED: Average DISTANCE TRAVEL TIME should be @ 20 Km/Hour.

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

21.2 In case of delay in arrival to the unloading point by more than the specified time limit as given in clause 21.1 above, the bowser/tanker driver shall bring a certificate from the Contractor giving detailed reason of such delay.

21.3 In case of shut-down/breakdown of bowser/tanker Contractor must ensure to bring the entire quantity of crude oil/condensate from such bowser/tanker to the destination.

21.4 Except for reasons like breakdown of pumps, electrical failure, non-availability of desired steam etc. at the loading point/unloading point the Contractor will be solely responsible to meet all the situation for smooth uninterrupted lifting of crude oil to facilitate ullage of crude oil for the purpose of uninterrupted production of crude oil.

21.5 During any unforeseen bandh, strikes etc., the Contractor will take all necessary steps as advised by the concerned Department of OIL to facilitate uninterrupted operations.

22.0 ACTS OF MALPRACTICES:

22.1 The following acts will be construed as a malpractice:

- a) Tampering with fittings/fixtures for security sealing of bowser, calibration of bowser, Registration numbers of bowser, security locks and security locking systems.
- b) Forging of any document(s) during tenure of the contract.
- c) Pilferage/short receipt of product.
- d) Not lodging FIR with the Police in case of accident, not informing OIL about the accident.
- e) Unauthorised deviation from specified route/unauthorized delay/unauthorized enroute stoppage.

22.2 Penal action for Acts of Malpractices mentioned against item nos. 22.1(a), 22.1(b), 22.1(c) & 22.1(d) above:

- The contractor shall take all necessary preventive precaution against the malpractices referred herein above and shall be solely responsible for such malpractices.
- Bowser(s) caught/reported for having indulged in malpractices, shall be immediately suspended by the company.
- On investigation, if the alleged malpractice(s) is established, the contract shall be dealt as per OIL's Banning Policy.

22.3 Penal action for Acts of Malpractices mentioned against item nos. 22.1(e) above:

- (a) 1st instance: The Bowser, along with its crews, will be suspended for one week.
- (b) 2nd instance: The Bowser, along with its crews, will be suspended for one month.
- (c) 3rd instance: The Bowser, along with its crews, will be black listed.

23.0 PENAL ACTION FOR PRODUCT SPILLAGE:

23.1 The following penal action will be taken for polluting environment by product spillage due to leaky/faulty vehicle:

- (a) 1st instance: The Bowser, along with its crews, will be suspended for one week.
- (b) 2nd instance: The Bowser, along with its crews, will be suspended for one month.
- (c) 3rd instance: The Bowser, along with its crews, will be black listed.

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

25.0 DEHIRING OF BOWSER: The company will review the requirement of bowsers time to time during the currency of the contract. At any point of time, if company feels that the number of available bowser is more than the company's requirement, company reserves the right to dehire some bowsers after completing 395 (Three ninety five) days from the date of issue of LOA .

Based on the numbers of the bowsers to be de-hired, the company will notify the contractor(s) to nominate his bowsers for de-hiring. Numbers of bowsers to be nominated against each contract will be notified by the company and the contractor will have to nominate his bowser(s) accordingly and intimate the same to the company in writing within 7 days from the date of issue of notice. The bowsers so nominated by the contractor should be other than the two nos. of bowsers required in the name of the Contractor. Company shall follow the procedure for de-hiring as stated in the Case 1, Case 2 or Case 3 hereunder depending upon the situation stated therein.

Case1: If the number of bowser to be dehiired = No of contracts, then one bowser from each contract will be de-hired.

Case2: If the number of bowser to be dehiired is less than No of contracts, then the bowsers to be dehiired will be decided by draw of lot amongst the bowsers notified by the contractors. Based on the draw of lot, a priority list shall be prepared and accordingly, bowsers shall be de-hired as per the priority list. The list shall remain valid for the subsequent de-hirings till the list is exhausted.

Case 3: If the number of bowser to be dehiired is more than no of contracts, then one bowser from each contract will be de-hired and the remaining number of bowsers to be de-hired will be decided by draw of lot as per the procedure mentioned in case 2.

26.0 The bidder shall offer 12 KL capacity bowsers in groups of minimum 5 (five) nos. In each of the offered groups of tankers/bowsers, at least 2(two) tankers/bowsers must be in the bidder's name (in case of proprietary firm it may be in proprietor's name and similarly it may be in the partners' name in case of partnership firm).

**To,
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of service: Hiring the services of 8 (Eight) nos. of 12 KL capacity bowzers (tankers) with self loading and unloading facility for transportation of Low Wax Crude oil/ condensate for a period of three (03) years with a provision of extension by another one (01) year.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed. However, whenever there is no standard SOP, company's SOP shall have to be followed by the contractors.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The DGMS returns shall be duly signed by

the mine management representative clearly indicating the name of the mine(s) where the contractors/his or her employees are engaged.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly. The DGMS returns shall be duly signed and forwarded through the concerned mines manager where the contractors/his or her employees are engaged.

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

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

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

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

14. It will be entirely the responsibility of the Contractor to keep a register of the persons employed by him/her. The Contractor/his or her Supervisor/representative shall take and maintain attendance of his men every day for the work, punctually.

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

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

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

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

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

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under

the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

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

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

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

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined. However, the contract agreement may be treated as such bridging document in absence of a bridging document.

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring the services of 08 (Eight) nos. of 12 KL capacity bowsers (tankers) with self-loading and unloading facility for transportation of Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a provision of extension by another 01 (One) year.** 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.
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

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 credibility 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.

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:

Witness 2:

Place.

Date .

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s (Name of the Bidder) for the last 03(Three) completed accounting years upto.....**(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number :

Signature

Registration No. :

UDIN :

FOR UNDERTAKING
(IN TERMS OF BEC CLAUSE NOS. 1.4, 1.9 & 1.10 OF TENDER NO. CDO4177P21
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED

To
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO:
CDO4177P21

Dear Sirs,

This is in connection with the Bid submitted by _____
_____ against Tender No. CDO4177P21 for Hiring of services of Crude Oil
Tanker(s). The bidder has offered following vehicles for placement in OIL.

<u>Vehicle Registration No</u>	<u>Year of Manufacture</u>	<u>Name of the Owner</u>
1.		
2.		
3.		
4.		
5.		

Now, I, the Bidder do hereby confirm and undertake that the offered vehicles, as detailed hereinabove

- Shall be placed in OIL for entire period of contract or period of extension, if any, in the event of award of the contract to the bidder,
- Are not offered and/or included in any other offer(s) under the subject Tender.
- Shall not be transferred in the name of any other person during the period of contract or any extension thereof, except on account of death of the owner.

I further agree and undertake that in case of any violation of the above undertaking, OIL shall be at liberty to take appropriate action against us in terms of the Tender.

I declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory _____

(BIDDER and OWNER OF THE VEHICLES)

Place:-

Date:-

VERIFICATION

I Sri/Smt _____ the above named deponent do hereby verify on oath that the contents of the affidavit above are true to my personal knowledge and no material has been concealed or falsely stated. Verified at _____ this _____ day of _____.

DEPONENT

IDENTIFIED BY:

(_____)

ADVOCATE:

Signed & sworn before me by the above named deponent on being identified by Sri _____, Advocate.

NOTARY (Signature with Seal)

Format for proof of supply of uniform to the driver & Helper

Sl. No.	Contract No	Registration no. of Bowser	Name of Driver/Helper	Signature of Driver/Helper
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam								
DESCRIPTION OF WORK/SERVICE: Hiring the services of 08 (Eight) nos. of 12 KL capacity bowzers (tankers) with self-loading and unloading facility for transportation of Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a provision of extension by another 01 (One) year.								
PRICE BID FORMAT: E-TENDER NO. CDO4177P21								
<u>NAME OF BIDDER</u>								
<u>Bidder's GST No.</u>								
<u>SAC/HSN Code</u>								
<u>Select the benefit sought under the Policy</u> <u>(Use Drop Down List)</u>								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C)
10	Fixed charge per bowser per Month	MON	36				0.00	0.00
20	Running charge	KM	1,80,000				0.00	0.00
30	Single Overtime for Driver	HR	1,096	61.75			67,678.00	67,678.00
40	Single Overtime for Helper	HR	1,096	51.25			56,170.00	56,170.00
50	Double Overtime for Driver	HR	3,288	141.50			4,65,252.00	4,65,252.00
60	Double Overtime for Helper	HR	3,288	115.00			3,78,120.00	3,78,120.00
70	Provident Fund for Driver	DAY	1,096	66.12			72,467.52	72,467.52
80	Provident Fund for Helper	DAY	1,096	54.84			60,104.64	60,104.64
90	ESI for Driver	DAY	1,096	17.91			19,629.36	19,629.36

[illegible]

OIL INDIA LIMITED
(A Government of India Enterprise)

DAILY LOG BOOK
(HIRED VEHICLES)

Vehicle Regn. No.	
Type of Vehicle	
Supplier's Name	
Supplier's Cont. Tel No.	
Vendor Code	
Agreement No.	

Depth: Section:

Driver's Name: 1.

Driver's Tel. No. _____

Validity : to

[illegible]

NOTE : Controlling Officer should clearly mention the shut down period of the vehicle if any, indicating - KM, Time and Date for the said period in the Remark column. Before certifying the KM, the user should always check the speedometer of the vehicle for correctness of the KM used. Also, tampering of the seal on the speedometer is injunct. Any tampering of speedometer / seal should be immediately reported to Head-Transport.

91-76-7804
7118119DISM6 dt. 30-07-2016. (P.P.)

Signature of Head of Department

MONTHLY KILOMETERAGE STATEMENT CUB-BILL FOR HIRED VEHICLE

Type of Vehicle.....

Tax Paid upto.....

Month..... Year.....

Insurance valid upto.....

Agreement No. W.O. No.

Permit valid upto.....

Vehicle Regd No.

Fitness Valid upto.....

Name of user Department.....

Pollution valid upto.....

Daily Duty timing of Driver (s).....

Date	Closing K.M.	Opening K.M.	Total K.M.	K.M. run on Company Duty	Private K.M.	Shutdown Details	O.T. (Hrs.) for Driver	O.T. (Hrs.) for Helper(S)	Remarks
01									
02									
03									
04									
05									
06									
07									
08									
09									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
Total									

SUMMARY OF DUTIES

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

Signature of Contractor

Cheked & corrections made wherever necessary.

Name.....

Signature of HoD of user department.....

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

ALL THE REQUIRED INFORMATION AS ABOVE TO BE FILLED UP FOR PROCESSING PAYMENT

Note : Correction(s), if any, to be countersigned by HoD.

91-76-7815

7118026/DIS/L6 dt. 05.07.2016/dpw

PROFORMA - III

Name of Contractor _____

Agreement No. _____

Contract No. _____

Date: _____

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

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

Signature of Contractor _____

Name of the Contractor _____

Date: _____

DECLARATION OF PAYMENT OF WAGES TO DRIVER & HELPERS / ATTENDANTS

Month & Year : _____

Contract No : _____

Vehicle registration number: _____

Name of contractor : _____

Hiring services of : _____

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

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

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

To be enclosed with monthly statement/bill/COP

DATE:

NAME AND SIGNATURE OF THE CONTRACTOR

BID FORM

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

Sub: IFB No. CDO4177P21

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2019.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

SUB: OIL's IFB No. CDO4177P21

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO4177P21** for **Hiring the services of 08 (Eight) nos. of 12 KL capacity bowsers (tankers) with self-loading and unloading facility for transportation of Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a provision of extension by another 01 (One) year.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDO4177P21

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB No.
CDO4177P21 for **Hiring the services of 08 (Eight) nos. of 12 KL capacity**
bowzers (tankers) with self-loading and unloading facility for transportation of
Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a
provision of extension by another 01 (One) year for any commercial/Legal
purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ____ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Contd.... P/2

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/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
 - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Tender No.) by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- 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.

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

**To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602**

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

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Contd.... P/2

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- 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.

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. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 10% of annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

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.:

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- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed 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.

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDO4177P21

**To,
The CGM-Contracts
Contracts Department,
OIL, Duliajan**

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of
Tender No. CDO4177P21**

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration bearing date after the Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

FORMAT FOR UNDERTAKING

**To
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN**

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO:
CDO4177P21**

Dear Sirs,

This is in connection with the Bid submitted by me/us, _____ (Name of Bidder), against Tender No. _____ for **Hiring the services of 08 (Eight) nos. of 12 KL capacity bowsers (tankers) with self-loading and unloading facility for transportation of Low Wax Crude Oil/Condensate for a period of 03 (Three) years with a provision of extension by another 01 (One) year.**

I/We, the aforementioned Bidder against the subject tender, hereby declare that I/we will place brand new Bowsers / Tankers (purchased & registered after issue of LOA) within the mobilization period.

I/We will submit Annexure-II, Commercial Regd. Certificate, document for date of fabrication of tank, Insurance, Fitness Certificate, Road Permit, Pollution Certificate (as applicable) etc. prior to mobilization of the brand new bowsers / tankers.

Yours faithfully,

1. Authorized Signatory with Seal _____

(Bidder)

Place:-

Date:-

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Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<u>BID EVALUATION CRITERIA (BEC)</u> The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.			
<u>1.1 FINANCIAL CRITERIA</u>					
2	1.1.1	Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 39,40,900.00 (Rupees Thirty Nine Lakh Forty Thousand Nine Hundred Only)			
3	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year. Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.			

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4	Note to BEC Clause 1.1 above	<p>a. For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2), any one of the following documents/photocopies must be submitted along with the bid:</p> <p style="padding-left: 40px;">(i) Audited Balance Sheet along with Profit & Loss account. OR (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in Annexure-X.</p> <p><u>Note:</u> Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Proforma-X.</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted</p>			
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		<p>from submission of document mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth, as mentioned in Para 1.1.1 & 1.1.2.</p>			
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1.2 TECHNICAL CRITERIA

5	1.2	<p>The bidder shall have experience in successfully executing/completing 'SIMILAR WORK' during the last 07 (seven) years reckoned from the original bid closing date of the tender:</p> <p>"Similar Work" mentioned above means the following:</p> <p>i. The bidder must be in the business of providing services for transportation of crude oil/condensate/other petroleum products/hazardous chemicals in any Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/E&P Company for a continuous period of minimum 02 (Two) years (i.e. 24 months) by deploying minimum 02 numbers of tankers/bowsers, having capacity not less than 9KLs each.</p> <p style="text-align: center;">OR</p> <p>ii. The bidder must have provided at least 02 nos. of attached bowsers/tankers (having capacity not less than 9 KLs) to Oil India Limited (i.e. experience of providing attached tankers/bowsers to the contractor(s) engaged by OIL) for transportation of crude oil/condensate/other petroleum products/hazardous chemicals for a continuous period of minimum 02 (Two) years (i.e. 24 months).</p> <p>Note: The bidder who does not fulfill the requirement of number of tankers/bowsers mentioned above under single contract can submit their bid on the basis of maximum 02 (two) contracts, provided each of these contracts has been executed by them for a continuous period of 02 (Two) years (i.e. 24 months).</p>			
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6	<p>Note to BEC clause 1.2 above</p>	<p>a. The bidder must have requisite experience of executing Similar Work during the last 07 (seven) years reckoned from the original bid closing date. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period reckoned from the original bid closing date; but the period of execution must be of requisite quantity as per Clause 1.2(i) and 1.2(ii) above during the last 07 (seven) years reckoned from the original bid closing date.</p> <p>b. For proof of requisite experience which has been completed within the requisite period of 07 (seven) years to be reckoned from the original bid closing date, the following documents have to be submitted along with the bid which must be issued from the organization to which requisite services were provided:</p> <p>A. In case requisite experience is against OIL's Contract:</p> <p>I. For bidders participating as per the experience mentioned in 1.2(i) above: Job Completion Certificate or SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) showing at least the following:</p> <p style="padding-left: 40px;">(i) Work done period.</p> <p style="padding-left: 40px;">(ii) Nature of job done and Contract/Work order no.</p> <p>II. For bidders participating as per the experience mentioned in 1.2(ii) above:</p> <p style="padding-left: 40px;">(i) Contract no. against which the vehicle was deployed for OIL's operation.</p> <p style="padding-left: 40px;">(ii) Vehicle no.</p> <p style="padding-left: 40px;">(iii) Period for which the vehicle was deployed under the contract.</p> <p>B. In case requisite experience is not against OIL's Contract: For bidders participating as per the experience mentioned in 1.2(i) above:</p> <p>a. Copy of Contract document/Work order/LOI/LOA showing details of work.</p> <p>b. Job Completion Certificate/Certificate of Payment showing:</p>			
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		<p>(i) Work done period. (ii) Nature of job done and Contract/work order no. (iii) Contract Period and Date of completion.</p> <p>c. If the prospective bidder is carrying out similar nature of jobs which is running as on the original bid closing date and the executed period against the contract as on the original bid closing date is equal to or more than the minimum prescribed period in the BEC, such experience will also be taken in to consideration. In such case, the following documents have to be submitted along with the bid issued from the organization to which requisite services are being provided:</p> <p>A. In case requisite experience is against OIL's Contract:</p> <p>I. For bidders participating as per the experience mentioned in 1.2(i) above:</p> <p>(i) Letter of Award (LOA) & Work order/Contract no. (ii) SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) showing the requisite value within the stipulated period.</p> <p>II. For bidders participating as per the experience mentioned in 1.2(ii) above:</p> <p>(i) Contract number against which the vehicle is being deployed for OIL's operation. (ii) Vehicle no. (iii) Period for which the vehicle is being deployed under the contract.</p> <p>B. In case requisite experience is not against OIL's Contract: For bidders participating as per the experience mentioned in 1.2(i) above:</p> <p>(i) Copy of Contract document/Work order/LOI/LOA showing</p>			
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		<p>details of work.</p> <p>(ii) Service execution certificate issued from the organization with which bidder has the contract showing at least the following amongst others:</p> <ul style="list-style-type: none"> • Work done period. • Nature of job done and Contract/work order no./LOI/LOA • Contract Start Date and Scheduled Date of completion. <p>d. In case of similar work executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para 'b' and/or 'c' above, issued directly by the client organization/end user, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.</p> <p>e. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>f. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.</p>			
7	1.3 (i)	<p>Bidder shall offer 05 (Five) numbers of bowser(s)/tanker(s) of model TATA SE 1613 Cowl (or equivalent) having vintage not earlier than 01.01.2014 (year of manufacture). Bidders shall quote as per anyone of the undernoted conditions:</p> <p>a) 02 (Two) nos. of readily available bowsters in the bidder's name + 03 (Three) nos. of readily available bowsters (in the name of bidder or attached).</p> <p>b) 02 (Two) nos. of readily available bowsters in the bidder's name + 03 (Three) nos. of brand new bowsters/combination of readily available bowsters and brand new bowsters.</p> <p>Note: The readily available bowsters may be in proprietor's name in case</p>			

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		of proprietary firm and similarly it may be in the partners' name in case of partnership firm.			
8	1.3 (ii)	<p>Bidder who offers readily available tankers/bowsers with condition “subject to availability” of bowser(s)/tanker(s), which is to be confirmed along with their bid; shall also be considered for techno-commercial evaluation.</p> <p>a. Bidders shall however confirm availability of the bowser(s)/tanker(s) prior to opening of price bids. Bidders who fail to confirm the same will not be considered for opening of price bids and will not be considered for award of contract too.</p> <p>b. If any of the offered bowsers are engaged in any of the contracts being awarded by any Central Govt./State Govt./PSU/State Govt. Enterprise/ E&P company, as on bid closing date, then the concerned bidder/contractor should submit an undertaking along with their bid that they will submit NOC from the concerned aforesaid organization prior to opening of price bids.</p>			
9	1.4	Bidder who offers brand new vehicles should declare in their letter head as per Proforma-V that they will provide brand new vehicles in case the bidder is awarded the Contract and that they will submit Annexure-II at the time of mobilization of the Bowser.			
10	1.5	<p>In support model and year of manufacture of bowsers/tankers as mentioned under Clause No. 1.3 above, the bidder must submit valid documentary evidence (mandatory but not limited to) for each bowser as mentioned below, along with their technical bid. All the documents are to be self- certified/attested by the bidder.</p> <p>Bidder shall submit the self-attested photocopy of the original invoice indicating at least the Chassis Number, Engine Number of the offered bowsers. The bidder shall also submit the self-attested photocopies of the Sale Certificate in Form-21 and Road-Worthiness Certificate in Form-22 of the offered bowsers along with their technical bid.</p>			

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		<p>In absence of the aforementioned documents of the offered bowsters, bidders shall submit a letter (self-attested & photocopy) issued by the Original Vehicle Manufacturer in their letter head certifying at least the chassis number, Engine number and month & year of manufacture of the offered vehicle.</p> <p>The originals of Invoice/letter issued by the Original Vehicle Manufacturer, furnished by bidder(s), shall have to be produced by bidder(s) for verification as and when asked by Oil India Limited (OIL), failing which the offer may be liable for rejection.</p>			
11	1.6	A maximum of 05 (Five) nos. of bowsters only will be accepted from a single bidder, who fulfils the experience criteria as mentioned in Clause no. 1.2. Bidder must conform to the OIL's specification for model TATA SE 1613 Cowl or any other equivalent Truck chassis of vintage not earlier than 01.01.2014 (year of manufacture). Bids offering bowsters/tankers other than the model/specification as mentioned in NIT/tender document will be rejected.			
12	1.7	If the number of technically acceptable bowsters/ tankers of a bidder falls short of 05 (Five) nos., the offer will be rejected. In case the numbers of eligible bowsters/tankers offered by a bidder is more than the present required numbers, then selection will be done on the basis of latest vintage.			
13	1.8	For evaluation, no preference shall be given to the vintage or date of registration of the bowsters/tankers. All bowsters/tankers of vintage not earlier than 01.01.2014 shall be considered at par.			
14	1.9	Bidder shall place the offered vehicles for the entire period of the proposed contract agreement including the extension period, if any, except otherwise as provided under Clause No. 9.4 (Major breakdown) of Part-III: SCC. The bidder should execute an undertaking in favour of OIL to the extent that offered tankers /bowsters shall be placed for the entire period of the proposed contract agreement including the			

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		extension period, if any. In case of attached tanker(s), the owner(s) of the tanker(s) and bidder shall jointly execute such undertaking. Format of the undertaking is enclosed along with this bid document (Annexure-II).			
15	1.10	Same tanker(s)/bowser(s) shall not be offered in more than one offer under this tender. The bidder shall undertake (Format of the undertaking as per Annexure-II) that the tanker(s) offered in his/her offer is not offered in any other offer under this Tender. If same tanker(s)/bowser(s) are found to be included in more than one offer under this tender, such offers shall be summarily rejected.			
16	1.11	The bidder must confirm to mobilize within 45 (Forty Five) days from the date of issue of Letter of Award (LOA) and start the job accordingly.			
17	1.12	Bidders quoting in line with Clause No. 1.3 (i) (a) above shall upload their price bids against E-Tender No. CDO4177P21 and bidders quoting in line with Clause No. 1.3 (i) (b) above shall submit their price bid against E-Tender No. 1673. In case bidders quoting in line with Clause No. 1.3 (i) (a) above uploads their price bids in E-Tender No. 1673, their bids shall be categorically rejected. Similarly, in case bidders quoting in line with Clause No. 1.3 (i) (b) above, uploads their bid under E-Tender No. CDO4177P21, their bids shall be categorically rejected.			
	1.13	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.			
18	1.14	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
19	1.15	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.			

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20	1.16	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.			
21	1.17	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.			
22	1.18	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
23	1.19	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
24	1.20	<p><u>PURCHASE PREFERENCE CLAUSE:</u> Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>1.20.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>1.20.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>1.20.3 <u>Documentation required to be submitted by MSEs:</u> Copy of</p>			

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		valid Registration Certificate, if bidder is a Micro or Small Enterprises(MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.			
25	1.21	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).			
26	1.22	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>			
27	1.23	<p>Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.</p>			
28	1.24	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT			

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		available to OIL & the bids will be evaluated based on total price including GST.			
29	1.25	<p>1.25 <u>Evaluation Methodology:</u></p> <p>I. Price bids of the techno-commercially acceptable bidders quoting in line with Clause No. 1.3 (i) (a) above, shall be opened first.</p> <p>II. Based on the evaluation of techno-commercially qualified bidders and Clause No. 1.25.I above, the contract for 05 (Five) Nos. of bowsers/tankers shall be awarded to the L1 bidder. The contract for remaining 03 (Three) Nos. of bowsers/tankers shall be awarded to the L2 bidder subject to matching their price to the L1 offer.</p> <p>In the event the L2 bidder declines to match total quoted rates with that of the L1 offer, the option would be provided to the L3 bidder to match their total quoted rates with that of the L1 bidder and contract would be awarded to them if they match their total price accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder and so on.</p> <p>III. If the requirement of bowsers are not fulfilled from the bidders quoting in line with 1.3 (i) (a), price bids of the techno-commercially acceptable bidders quoting in line with 1.3 (i) (b) shall be opened.IV.(a)</p> <p>In the event of non-finalization of any contract against the offers received from the bidders quoting in line with Clause No. 1.3 (i) (a) above, the contract for 05 (Five) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (b) above. The contract for remaining 03 (Three) Nos. of bowsers/tankers shall be awarded to the L2 bidder quoting in line with Clause No. 1.3 (i) (b) above, subject to matching their price to the L1 offer quoting in line with Clause No. 1.3 (i) (b) above.</p> <p>In the event the L2 bidder declines to match total quoted rates with that of the L1 offer, the option would be provided to the L3 bidder quoting in line with Clause No. 1.3 (i) (b) above to match their total quoted rates with that of the L1 bidder and contract would be awarded to them if they match their total price accordingly. In case the L3 bidder also</p>			

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		<p>declines, the option would be given to the L4 bidder quoting in line with Clause No. 1.3 (i) (b) above and so on.</p> <p>(b) In the event of selection for award of contract for only 05 (Five) nos. of bowsers against the offers received from the bidders quoting in line with Clause No. 1.3 (i) (a) above:</p> <p>i. In case the price quoted by the L1 bidder quoting in line with Clause No. 1.3 (i) (b) is higher than the L1 bidder quoting in line with Clause No. 1.3 (i) (a): Contract for 05 (Five) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (a). Contract for remaining 03 (Three) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (b) subject to matching their price with the L1 bidder quoting in line with Clause No. 1.3 (i) (a). In the event the L1 bidder quoting in line with Clause No. 1.3 (i) (b) declines to match their total quoted rates, the option would be provided to the L2 bidder quoting in line with Clause No. 1.3 (i) (b) to match their total quoted rates with the L1 bidder quoting in line with Clause No. 1.3 (i) (a) and contract would be awarded to them if they match their total price accordingly. In case the L2 bidder also declines, the option would be given to the L3 bidder quoting in line with Clause No. 1.3 (i) (b) and so on.</p> <p>ii. In case the price quoted by the L1 bidder quoting in line with Clause No. 1.3 (i) (b) is lower than the L1 bidder quoting in line with Clause No. 1.3 (i) (a): Contract for 03 (Three) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (b) above and the contract for the remaining 05 (Five) Nos. of bowsers/tankers shall be awarded to the L1 bidder quoting in line with Clause No. 1.3 (i) (a) above subject to matching their price with the L1 bidder quoting in line with Clause No. 1.3 (i) (b).</p> <p>In the event the L1 bidder quoting in line with BEC Clause No. 1. 3 (i) (a) refuses to match their price with the price of L1 bidder quoting in line with the BEC Clause No. 1.3 (i) (b), then the L1 bidder quoting in line with BEC Clause No. 1.3 (i) (b) shall be awarded contract for 5 nos. of bowser. The contract for remaining 03 (Three) Nos. of bowsers/tankers</p>			
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		<p>shall be awarded to the L2 bidder quoting in line with BEC Clause No. 1.3 (i) (b) subject to matching their price to the L1 bidder quoting in line with Clause No. 1.3 (i) (b).</p> <p>In the event the L2 bidder quoting in line with BEC Clause No. 1.3 (i) (b) declines to match total quoted rates with that of the L1 bidder quoting in line with BEC Clause No. 1.3 (i) (b), the option would be provided to the L3 quoting in line with BEC Clause No. 1.3 (i) (b) bidder to match their total quoted rates with that of the L1 bidder quoting in line with BEC Clause No. 1.3 (i) (b) and contract would be awarded to them if they match their total price accordingly. In case the L3 bidder quoting in line with BEC Clause No. 1.3 (i) (b) also declines, the option would be given to the L4 bidder quoting in line with BEC Clause No. 1.3 (i) (b) and so on.</p>			
2.0 <u>BID REJECTION CRITERIA (BRC):</u>					
30	2.1	The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.			
31	2.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
32	2.3	Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.			
33	2.4	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
34	2.5	Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.			

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35	2.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
36	2.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
37	2.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
38	2.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.			
39	2.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee/Security deposit (vi) Delivery/Completion Schedule (vii) Scope of work (viii) Guarantee of material/work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration/Resolution of Dispute Clause 			

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		<p>(xii) Force Majeure</p> <p>(xiii) Applicable Laws</p> <p>(xiv) Specifications</p> <p>(xv) Integrity Pact</p>			
40	2.11	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
41	2.12	Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.			
42	2.13	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI/Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			
43	3.0	<p><u>GENERAL:</u></p> <p>3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated</p>			

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		<p>based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>3.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p>3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p>3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p>3.6 The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
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