



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

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

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### **FORWARDING LETTER**

**Sub: IFB No. CDO8492P19 – Hiring the Services of 03 (Three) numbers of Water Tankers with driver's cabin and 09 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (One) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field.**

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 03 (Three) numbers of Water Tankers with driver's cabin and 09 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (One) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field**’. 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.	:	<b>CDO8492P19</b>
(ii)	Type of Bid	:	Open E-Tender, Single Stage - Two Bid System
(iii)	Tender Fee	:	<b>Rs. 1000.00/-</b> (Rupees One Thousand only) (non-refundable) <b>a.</b> Tender fee should be paid <b>only</b> through the payment gateway available on OIL's E-Tender Portal. No other mode of payment shall be accepted. <b>b.</b> Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in <b>Para. No. 4.0</b> below, before <b>07 (Seven)</b> days of bid closing date.

(iv)	Period of Sale of Bid Document	:	As mentioned in the E-Procurement portal.
(v)	Bid Closing Date & Time	:	As mentioned in the E-Procurement portal.
(vi)	Technical Bid Opening Date & Time	:	As mentioned in the E-Procurement portal.
(vii)	Price Bid Opening Date & Time	:	As mentioned in the E-Procurement portal.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(x)	Bid Validity	:	Minimum <b>120 (One Hundred Twenty)</b> days from Original Bid Closing Date.
(xi)	Mobilization Time	:	<b>45 (Forty Five)</b> days from date of issue of LOA
(xii)	Bid Security/EMD Amount	:	<p><b>Rs. 3,54,600.00</b> (Rupees Three Lakh Fifty Four Thousand Six Hundred only).</p> <p><b>a.</b> The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith <b>(Proforma-E)</b> issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN.</p> <p><b>b.</b> Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p><b>c.</b> 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 <b>CGM-CONTRACTS</b> on or before <b>12.45 PM (IST)</b> on the bid closing/opening date otherwise bid will be rejected.</p> <p><b>d.</b> A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p><b>e.</b> 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 <b>Clause No. 9.0</b> below. Bids 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><b><u>Notes:</u></b></p> <p>Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in <b>Para. No. 4.0</b> below before <b>07 (Seven)</b> days of bid closing date.</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>
(xiii)	Bid Security/EMD Validity	:	As mentioned in the E-Procurement portal (Minimum 150 days from the original date of opening of Bid).
(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xv)	Amount of Performance Security	:	<p>10% of annualized Contract value.</p> <p><b>a.</b> Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith <b>(Proforma-G)</b>.</p> <p><b>b.</b> Performance Security Money shall not earn any interest.</p>
(xvi)	Validity of Performance Security	:	90 (Ninety) days beyond contract period/duration.
(xvii)	Location of job		OIL's operational areas in Assam.
(xviii)	Duration of the Contract	:	03 (Three) years with a provision for extension by another 01 (One) year.
(xix)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer clause No. 28</b> of General Conditions of Contract.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	Not Applicable
(xxii)	Last Date of receipt of Queries	:	Not Applicable

**Note:**

a. The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the 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 Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District 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** 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 mandatory required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. 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. If the digital signature used for signing is not of “Class-3” with Organizations name, the bid will be rejected.

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

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

**3.2** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB and pay the requisite Cost of Bid Document (**Non-transferable and Non-refundable**) through the online payment gateway provided in OIL's E-Procurement Portal. 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 and pay the requisite



Cost of Bid Document in the manner as specified above. **NO OTHER MODE OF PAYMENT TOWARDS COST OF BID DOCUMENT WILL BE ACCEPTABLE.**

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

**3.4** Details of process for submission of Tender Fees & 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](http://www.oil-india.com)).

**4.0** In case any bidder is exempted from paying the Tender Fee or the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Tender Fee and the Bid security are given below.

#### **4.1 EXEMPTION OF TENDER FEE**

1. Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are **registered** for the **items** they intend to quote against OIL tenders.
2. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee.
3. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.
4. 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.
5. In case of MSEs/CPSUs/Government Bodies/eligible institutions etc. claiming waiver of tender fee, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before **07 (Seven) days** of bid closing date.

#### **4.2 EXEMPTION OF BID SECURITY**

1. If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and

Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of **valid Registration Certificate** clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

2. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.
3. 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.

**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 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).

**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 The tender will be governed by**

Forwarding Letter

Instruction to Bidders

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

Part-I - General Conditions of Contract (GCC)

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

Part-III - Special Conditions of Contract (SCC)

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

**Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format & PP-LC Format

Proformas & Annexures

**SPECIAL NOTE**

Please note that all tender forms (Forwarding Letter, (BEC-BRC) Bid Evaluation Criteria & Bid Rejection Criteria, Part-I: (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 & PP-LC Format) 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, 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 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 Rajiv Mathur, IPS(Retd.), Shri Satyananda Mishra, 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 IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India;  
E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India  
E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

**14.0** 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.

**15.0** 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.

**16.0** 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.

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

**18.0 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.

**19.0 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.

**20.0 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.

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

## 22.0 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

Go to this Tab “**Notes and Attachments**” for Uploading “Price Bid”

Go to this Tab “**Technical Attachment**” for Uploading “Technical Bid”.

▼ Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

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.

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

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

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

**Date: 04.07.2018**

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

**IFB NO. CDO8492P19**

**INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS:**

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

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

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

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

**5.0 PREPARATION OF BIDS:**

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

**5.2 DOCUMENTS COMPRISING THE BID:**

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

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) 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.**
- (vii) Integrity Pact.

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

**(B) PRICED BID:**

The Priced Bid shall contain the rates/prices along with the currency and any other commercial information pertaining to the rates/prices. Bidder shall quote their



rates/prices in the “**PRICE BIDDING FORMAT**” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal. The price quoted in the “**PRICE BIDDING FORMAT**” will only be considered for evaluation.

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

**6.1** The Bid must be valid for **120 (One Hundred Twenty) days** from the date of opening of the tender.

**6.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

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

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

## **8.0 SUBMISSION OF BIDS:**

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

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

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

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

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

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

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

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

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

**9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** Bids should be submitted on-line up to **11.00 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 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**9.3** The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 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.

**10.0 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.

**11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the 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.

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

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

**12.0 EXTENSION OF BID SUBMISSION DATE:**

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

**13.0 BID OPENING AND EVALUATION:**

**13.1.1** 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.

**13.1.2** 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 13.1.1 above.

**13.2** 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).

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

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

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

**13.6** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any 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.

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

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

**14.0 EVALUATION AND COMPARISON OF BIDS:**

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

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

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

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

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

**15.0 CONTACTING THE COMPANY:**

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

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

**16.0 AWARD CRITERIA:**

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

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

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

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

**19.0 SIGNING OF CONTRACT:**

**19.1** 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)".

**19.2** 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) favoring "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.

**19.3** 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.

**19.4** 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.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 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.

**20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

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

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

**22.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.**

(Available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf>

**or**

<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>)

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

**22.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) of **75%**.

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

***“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. 75% (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. CDO8492P19.”***

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

***“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. 75% (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. CDO8492P19 by M/s \_\_\_\_\_ (Name of the bidder).”***

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

**22.2.3** At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-BB (PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the E-Procurement Portal under **“Notes and Attachment”** Tab.

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

**22.3.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the

bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

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

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

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

For example

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

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

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

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

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

**22.9 Determination of LC:**

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

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

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

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

- a) In the case of material being used to help the provision of service, based on country of origin.

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

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

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

**22.10 Calculation of LC and Reporting:**

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

**22.10.2** Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document. (Available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf>).

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

**22.11.1 At bidding stage:**

**a) Price Break-up**

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

**b) Undertaking by the bidder**

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

**c) Statutory Auditor’s Certificate**

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



**22.11.2 After Contract Award**

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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

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

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

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

**22.16 Sanctions:**

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

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

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

**22.16.4** In pursuance of the clause No. **22.16.3** above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at ANNEXURE-XI) equivalent to the amount of PBG.

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

The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial 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. 17,73,000.00 (Rupees Seventeen Lakh Seventy Three Thousand only)**.

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

**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**.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year \_\_\_\_\_ have actually not been audited so far'.
- c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their

certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

## **1.2 TECHNICAL CRITERIA**

i) Bidder must have experience of providing services of Heavy Transport Vehicles (viz. Tankers of minimum 9KL capacity/Buses/Trucks/Tractor-Trailers/Cranes) to Public Sector Undertaking (PSU)/Central Government (Organization/Corporations)/State Government (Organization/Corporations)/any E&P Company of minimum **Rs. 29,55,000.00 (Rupees Twenty Nine Lakh Fifty Five Thousand only)** under single contract in previous 07 (Seven) years reckoned from the original bid closing date.

OR

ii) Bidder must have experience of providing services of Tankers/Bowsers (having minimum 9 KL capacity) to Public Sector Undertaking (PSU)/Central Government (Organization/Corporations)/State Government (Organization/Corporations)/any E&P company continuously for a minimum period of 06 (Six) months under single contract in previous 07 (seven) years reckoned from the original bid closing date.

OR

iii) Bidder must have experience of providing services of attached Bowsers(s)/Tanker(s) (having minimum 9 KL capacity) to Oil India Limited (i.e. experience of providing attached Tanker(s)/Bowser(s) to the contractor(s) engaged by OIL) continuously for a minimum period of 06 (Six) months under single contract in previous 07 (seven) years reckoned from the original bid closing date.

### **Notes to BEC Clause 1.2 above:**

I. The bidder must have requisite experience under single contract for any length of time during the last 07 (seven) years reckoned from the original bid closing date i.e. for any length of time within the period **03.08.2011 to 02.08.2018** (both days inclusive). During this period of 07 (Seven) years, bidder must have the requisite experience under single contract of minimum requisite value (for bidders participating as per the experience mentioned in 1.2(i) above)/period (for bidders participating as per the experience mentioned in 1.2(ii)/1.2(iii) above). Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of **03.08.2011 to 02.08.2018**; but the value of job done/period executed must be of requisite amount within the period.

II. 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:**

1. For bidders participating as per the experience mentioned in 1.2(i)/1.2(ii) above, Job Completion Certificate or SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) showing at least the following:
  - a) Gross Value of job done within the stipulated period.
  - b) Nature of job done and Contract/Work order no.
2. For bidders participating as per the experience mentioned in 1.2(iii) above:

- a) Contract no. against which the vehicle was deployed for OIL's operation.
- b) Vehicle no.
- c) Period for which the vehicle was deployed under the contract.

**B. In case requisite experience is not against OIL's Contract:**

- 1. For bidders participating as per the experience mentioned in 1.2(i)/1.2(ii) above:
  - a) Copy of Contract document/Work order/LOI/LOA showing details of work.
- AND
- b) Job Completion Certificate/Certificate of Payment showing:
  - i) Gross Value of job done within the stipulated period.
  - ii) Nature of job done and Contract/work order no.
  - iii) Contract Period and Date of completion.

**III.** If the prospective bidder is executing jobs against the requisite experience which is running as on the original bid closing date and the executed value (for Bidders participating as per Clause 1.2(i) above)/executed period (for Bidders participating as per Clause 1.2(ii)/1.2(iii) above) against the contract as on the original bid closing date is equal to or more than the minimum prescribed value/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:**

- 1. For bidders participating as per the experience mentioned in 1.2(i) above:
  - a) Letter of Award (LOA) & Work order/Contract no.
- AND
- b) SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) showing the requisite value within the stipulated period.
- 2. For bidders participating as per the experience mentioned in 1.2(ii) above:
  - a) Letter of Award (LOA) & Work order/Contract No.
- AND
- b) SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) within the stipulated period.
- 3. For bidders participating as per the experience mentioned in 1.2(iii) above:
  - a) Contract number against which the vehicle is being deployed for OIL's operation.
  - b) Vehicle no.
  - c) Period for which the vehicle is being deployed under the contract.

**B. In case requisite experience is not against OIL's Contract:**

- 1. 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.

AND

- b) Service execution certificate issued from the organization with which bidder has the contract showing at least the following amongst others:

- i) Gross Value of job done within the stipulated period.
- ii) Nature of job done and Contract/work order no./LOI/LOA
- iii) Contract Start Date and Scheduled Date of completion.

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

- a) Copy of Contract document/Work order showing details of work.

AND

- b) Service execution certificate issued from the organization with which bidder has the contract showing at least the following amongst others:

- i) Nature of job done and Contract/Work order no.
- ii) Contract Start Date and Scheduled Date of completion.

IV. A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting the BEC.

V. In case the offered vehicles are still in service in any contract then the bidder has to submit a declaration along with the bid that he/she shall submit a certificate from the concerned organization/user department granting permission for release.

**1.3.1** All the Water Tankers to be offered for the service must be in the name of the bidder and of model **TATA SE 1613/42 or TATA LPT SE 1613/TC-42** or any other equivalent Truck Chassis of vintage (year of manufacture) not earlier than **01.01.2014**. Valid documentary evidence in support of model (year of manufacture) of Water Tankers not earlier than **01.01.2014** should be submitted by the bidder for each Water Tanker along with their bids. All the documents are to be self-certified/attested by the bidder. Vintage of Tank of the Water Tanker (Tanker available at the time of bidding) should also not be earlier than **01.01.2014**. The pump and engine should not be earlier than **01.01.2014**. Bidder to submit the purchase document of the pump and engine along with the technical bid. Otherwise, bidder has to submit declaration as per **Annexure-H**.

**1.3.2** In case the bidder wants to provide brand new Water Tankers of model **TATA SE 1613/42 or TATA LPT SE 1613/TC-42** or any other equivalent Truck Chassis and Tank of minimum 9KL water carrying capacity against the tender, the bidder to submit a declaration (format as per enclosed Proforma-V) along with the bid that they will be placing brand new Water Tankers purchased and registered after issue of LOA if they are awarded the contract. The bidder who does not provide this declaration their bid will be rejected.

**1.4** The bidder should submit an affidavit to certify the genuineness of documents/certificates submitted by him/her along with their bids. Format of the affidavit is enclosed along with this bid document (Annexure-II).

**1.5(a)** Bidder shall place the offered Water Tankers for the entire period of the proposed contract agreement including the extension period, if any. The bidder should execute an undertaking in favour of OIL to the extent that offered water tankers shall be placed

for the entire period of the proposed contract agreement including the extension period, if any as per Annexure-I.

**1.5(b)** Same water tanker(s) shall not be offered in more than one offer under this tender. The bidder shall undertake (Format of the undertaking as per Annexure-I) that the tanker(s) offered in their offer is not offered in any other offer under this Tender. If same water tanker(s) are found to be included in more than one offer under this tender, such offers shall be summarily rejected.

**1.6** 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.

**1.7** Bidder must conform to the OIL's specification for Water Tankers of minimum 9KL Capacity (water tank mounted on Truck chassis model TATA SE1613/42 or TATA LPT SE 1613/TC-42 or equivalent of vintage not earlier than 01.01.2014). Bids offering truck chassis(s) (on which water tank(s) shall be fabricated) other than the model/specification as mentioned in NIT/tender document will be rejected.

**1.8** In case the offer from Bidder(s) are with readily available vehicles like - Truck, Water Tanker, Crude Oil Tanker etc. comprising with Truck Chassis model TATA SE1613/42 or TATA LPT SE 1613/TC-42 or any other equivalent Truck Chassis of vintage not earlier than 01.01.2014 as on the bid closing date; evaluation shall be done considering both the Truck Chassis and water tank.

**1.9** For evaluation, no preference shall be given to the vintage or date of registration of the truck chassis(s) (on which water tank shall be fabricated). All truck chassis (on which water tank shall be fabricated) of vintage not earlier than 01.01.2014 shall be considered at par.

**1.10** One bidder has to offer 03 (three) Nos. of Water Tankers/truck chassis(s) (on which water tank shall be fabricated).

**1.11** Present requirement of water tankers are 03 (Three) Nos. for a period of 03 (Three) years. Contract for water tankers shall be awarded to the techno-commercially qualified L1 bidder.

**1.12** Prices 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.

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

**1.14** 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.

**1.15** 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.

**1.16** 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.

**1.17** 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.

**1.18** 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.

**1.19 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:

**1.19.1** 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.

**1.19.2** 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.

**1.19.3 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.

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

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

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

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

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

**2.1** The bids are to be submitted under Single Stage Two Bid 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. Bid made by parties who have not submitted the requisite tender fees will be rejected.

**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 and 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 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 to must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

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

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

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

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

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

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**OIL INDIA LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

CONTRACTS DEPARTMENT, DULIAJAN

DISTRICT: DIBRUGARH (ASSAM), PIN-786602

TEL: (91) 374-2800548, FAX: (91) 374-2803549

Website: [www.oil-india.com](http://www.oil-india.com)

**DESCRIPTION OF WORK/SERVICES:** Hiring the Services of 03 (Three) numbers of Water Tankers with driver's cabin and 9 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (One) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field.

**GENERAL CONDITIONS OF CONTRACT (GCC)****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 **OIL's operational areas in Assam Field.**

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.
- xi) 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 with a provision for extension by another 01 (One) year** from the commencement of the same i.e. after completion of mobilization. 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.

**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 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
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 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

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

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

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

**31.0 LIABILITY:**

**31.1** Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility

whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

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

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

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

**31.7** The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors

when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

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

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

**(b)** Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or 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 28.1 to 28.2 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;
- 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 withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.

- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

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

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

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

**40.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of annualized Contract value) with validity of 03 (Three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. 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.

**DESCRIPTION OF WORK/SERVICE:** Hiring the Services of 03 (Three) numbers of Water Tankers with driver's cabin and 9 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (One) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field.

**Schedule of Work, Unit and Quantity (For Three numbers of Water Tankers)**

Item No.	Description of Services	UOM	Estimated Quantity
10	Fixed Charge per month per vehicle Water Tanker for 24 hours with operating crew for 8 hours daily throughout the month.	MON (Month)	108
20	Running Charge per km per vehicle (at tendered cost of HSD @ Rs.61.04/ lit)	KM (Kilometre)	3,78,000
<b>1.</b> Tenure of Agreement: 03 (Three) years with a provision for extension by another 01 (One) year			
<b>2.</b> Mobilisation Period: 45 (Forty Five) days from 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 actual 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. 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/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.

(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 and will submit the PF and EPF deposit receipt to the Company. On production of the receipt, 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/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

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

**11.0** Force Majeure rate shall be paid at 50% of the Fixed Charge per day per bowser/tanker at the time of occurrence of Force Majeure situation.

**SPECIAL TERMS & CONDITIONS:****1.0 DEFINITIONS:**

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

1.1 **"AGREEMENT"** means this service agreement.

1.2 **"AREA OF OPERATIONS"** means the Company's oilfield operations in the States of Assam.

1.3 **BASE STATION:** CBUS/OCS-3 complex of Oil India Ltd. Duliajan.

1.4 **"COMPANY"** means Oil India Limited.

1.5 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT:

1.5.1 The contract shall become effective as on the date OIL notifies contractor in writing that the contract has been awarded.

1.5.2 Commencement date: The date on which mobilization is completed i.e. the contractor's personnel along with Water Tankers arrive at Duliajan and certified by Company's Personnel, will be the commencement date of the contract. Mobilization of contractor's personnel and equipment at Duliajan shall be completed within 45 days of issuance of LOA.

1.5.3 The contract shall be initially for a period (primary term) of 03 (three) years from date of commencement of the contract with a provision for extension by another 01 (one) year.

1.6 **"COMPANY's ENGINEER"** means General Manager-OGPS or his nominee.

1.7 **CREW:** Drivers, Handyman/Helper(s)/Jugalees attached with the Water tankers.

1.8 **"DETERIORATED CONDITION OF WATER TANKERS"** means any Water Tanker found not acceptable to Company's Engineer after mechanical inspection or/and Water Tankers found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and Water Tankers which are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and/or Water Tankers refused by the Company's Engineer/user department as being unfit.

1.9 **"DAILY LOG BOOK"** means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of this Agreement.

1.10 **"DRIVER/OPERATOR"** means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License issued by the Regional Transport Authority who is having jurisdiction over the area of operations of the Company, who is (are) engaged by the Contractor and provided with the service envisaged under this Agreement and the related cost is included in the fixed charge per month.



1.11 **PENALTY:** In case of default as mentioned below, penalty shall be levied as per sub - clause 1.12 below:

- a) Delay in initial placement of tanker(s) beyond the stipulated date.
- b) Unsuitability of the Driver and Helper.
- c) Drunkenness and intoxication of the Driver and Helper.
- d) Non-availability of Water Tanker(s) due to any reason, whatsoever, including but not limited to the following conditions:
  - i) Breakdown of the tanker(s)
  - ii) Due to inadequate routine maintenance.
  - iii) Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.
- e) Non-possession of the valid permits and licenses for the crew and tanker(s).
- f) Non-supply of fuel.
- g) Delay in placement of tanker(s) on any day as per the instruction of the authorized company's Engineer and/or unauthorized and un-timely release of tanker(s) on any day without prior permission and authorization from the Company's Engineer during the tenure of the contract.
- h) If the Contractor bases the tanker(s) at a station other than the stipulated Base Station without the authorization of the company Engineer.
- i) Non-availability of tanker(s) due to defects detected upon periodic inspection/tests by the Company.
- j) Non-rectification of defects expeditiously upon detection by the authorized company Engineer upon inspection/test undertaken by the Company.
- k) Non-availability of tanker(s) or crew when required by the authorized company personnel.
- 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.
- m) Non-availability of tanker(s) crew when the Company's operations are normal.
- n) Non-availability of services due to unauthorized/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- o) Transportation of water/kill fluid to the desired destinations is to be carried out within the specified time considering average travelling time of the tanker during transit @ 20 KM/hr. for both to and fro journey. Company shall reserve the right to

charge for any failure on the part of the contractor regarding placement of the tanker with loading and unloading facility in time during transit. Time lost in excess of schedule time for placement of tanker taken during transit in excess of 20 KM/hr will be considered as penalty.

p) In case, the Contractor fails to place the tanker for duties in time on any particular day, without prior permission from Company, then delayed placement/duty timings will not normally be accepted. On such occasions tanker will be treated as shut-down and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given in clause 1.12.

q) Spraying of water on the approach road should be carried out at the minimum average speed of 5 KM/hr of the tanker.

r) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal.

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

#### **1.12 PENALTY CHARGES:**

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

a) For non-deployment of Water tanker upto 02 (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 02 (two) hours: Penalty shall be levied @ 80% of the fixed charge per day/Water Tanker.

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

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

iii) In case of default as mentioned in clause No 1.11, sub clause b to q, penalty shall be levied as per sub-clause 1.12 (i) above.

iv) In case of default as mentioned in para 1.11 sub clause (r) & (s) 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.

1.13 **FIXED CHARGE PER DAY:** Fixed charge shall be inclusive of rental, all applicable taxes & duties, insurance, wages and other emoluments of driver(s)/helper(s) and/or other operating staff/ crew inclusive of relief driver(s)/ Helper(s) and/or other operating staff/crew, which the contractor will have to engage and provide at all times essentially for the continuous operation of the services envisaged. The contractor shall have to ensure full compliance with motor tanker(s)/ bowser(s) acts 1988 and Motor Transport Workers Act 1961 and MOS dated 24.01.2014 as well as all applicable statutory acts as may be in force from time to time governing the engagement of the staff, their conditions of service including payment of wages, statutory/weekly off, holidays, overtime, annual leave, uniforms etc. The fixed charge payable under this agreement is inclusive of all payments to be borne by the contractor on all such accounts.

1.14 **RUNNING CHARGE PER KILOMETRE:** The running charge rates for running the Water Tanker and is inclusive all the expenditure of the contract viz. Cost of fuel & consumables like lubricants, tyre/ tube, battery and other maintenance expenditure including accessories involved and taxes towards operation of the Water Tankers.

1.15 **"NORMAL HOURS/TIMINGS OF DUTY"** means the duty hours, which may be stipulated or instructed by the Company's Engineer.

1.16 **"HANDYMEN/HELPER/JUGALEE"** means such crew engaged by the Contractor and provided with the Water Tanker, cost whereof is included in the Fixed Charge per month. Contractor to engage one number Handymen/Helper/Jugalee in each water Tanker. Payment shall be made as per as per provisions of MOS dated 24.01.2014.

1.17 **"INSPECTION"** means initial/periodic inspection carried out by the Company's Engineer to ascertain road worthiness of the Water Tankers along with necessary Permits, Insurance and all other relevant documents for a commercial vehicle. for the Water Tankers as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.

1.18 **"INSURANCE"** means comprehensive insurance of the Water Tankers and shall include insurance of the crew members.

1.19 **"LICENCE AND PERMITS"** means any and all of the following which must be valid and updated periodically by the Contractor from the competent authority and to the satisfaction of the Company:-

- a) Professional driving license(s) for the driver(s)/Operator(s);
- b) Registration Book(s)/ card with endorsement of Road Tax or as applicable;
- c) Permits for plying the Water Tankers for commercial purpose as may be required;
- d) Road permits;
- e) Fitness certificate
- f) Comprehensive insurance certificate(s) both for Water Tankers as well as for the Crew members;
- g) Any other documents that may be required under law in force;
- h) Pollution under control certificate;
- i) Calibration certificate.

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) and the Management of Oil India Limited (OIL), Duliajan.

1.21 "**MONTHLY KILOMETREAGE STATEMENT CUM BILL**" means the format specified by the Company.

1.22(a) "**PRO-RATA FIXED CHARGE PER DAY**" means the Fixed Charge per month divided by 30 (Thirty) days.

1.22(b) "**PRO-RATA FIXED CHARGE PER HOUR**" means the amount accrued at per Clause 1.22(a) divided by 24 (Twenty Four) hours.

1.23 "**REGISTRATION**" means the Water Tankers having registration in the name of the Supplier(s)/Firm with the R.T.O. /D.T.O. having jurisdiction in the area of operations of the Company.

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 Vehicle Act, 1988
- b) The Motor Transport Worker's Act, 1961
- c) The Contract Labour (Regulations & Abolition) Act, 1970
- d) The Minimum Wages Act, 1948
- e) The Employees Provident Fund & Miscellaneous Act, 1952
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984
- 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) Any other Act as may be applicable from time to time.

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

1.25 (a) "**SHUT DOWN**" means disruption/non-availability of the Service due to any of the defaults in Clause 1.11.

1.25 (b) "**SHUT DOWN**" shall also mean the non-availability of the service due to an accident.

1.26 **"STAND BY"** means any of the following:

- a) Payable fixed charge although the services are not available due to the following:
  - i) For maintenance up to 48 (Forty Eight) hours per month, counted from the beginning of the month. The Company shall pay the fixed charge on certification from the User Department that the shutdown was due to maintenance of the Water Tankers. This facility will be limited to maximum of 02 (Two) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and penalty shall be applicable. Shut down due to minor breakdown of the Water Tankers (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 01 (One) hour shall not be included in the 48 (Forty Eight) hours time or counted towards shutdown which shall be allowed not more than 03 (Three) instances in a calendar month.
  - ii) Re-fuelling time for the Water Tankers stationed at Duliajan which shall not be more than 30 (Thirty) minutes and not involving more than 05 (Five) km at any instance subject to a maximum of 08 (eight) re-fuelling in a calendar month.

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 operating crew as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.

1.28(a) **"TAXES AND DUTIES"** means Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee for Water Tankers 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. 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 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 rest entirely upon the Contractor.

1.28(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Contractor 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 or any other Act which requires deduction of tax at source which may be in force from time to time.

## **2.0 SCOPE OF WORK:**

2.1 The scope of work includes providing of 03 (three) numbers readily available water tankers of 9 KL capacity water tank mounted on a readily available truck chassis of TATA Truck model TATA SE 1613/42 or TATA LPT SE 1613/TC-42 or any other equivalent Truck Chassis of vintage not earlier than 01.01.2014 for a period of 03 (Three) years for sprinkling of water in the approach road and transfer of water/kill fluid in OIL's operational areas of Assam. A suitable centrifugal pump for loading and unloading of water/kill fluid is to be supplied by the contractor along with each Water Tanker.

2.2 The water Tankers shall have to be equipped with facility to spray water which will be at the rear end of the water tanks and will have manual hand control valves to open or close the spraying system as and when required.

2.3 The scope of work also includes transferring of water / kill fluid from one location to another as instructed by the Company's Engineer from OIL as and when required. Necessary pump for loading and unloading of water/kill fluid to be supplied by the contractor along with each Water tanker. The pump mounted on the rear end of the tanker must have the provision of connecting hose for loading and unloading of effluent collected from one location to designated place of disposal. The broad specification of the pump may be considered as under

- (a) Pump rating: 5 HP minimum
- (b) Pump discharge capacity: Not less than 20 kl/hr
- (c) Suction head: 5 Mtr. (Minimum)
- (d) Total head: 10 Mtr (Minimum) with 2 inch delivery line
- (e) Suction end: 50 mm
- (f) Discharge end: 50 mm
- (g) Make: TUSHACO, KIRLOSKAR or Equivalent.

The pump may be suitably Mounted on the Water Tanker and driven by independent diesel engine. The pump should be fitted with flexible suction hose (approx 50 mm dia and 15 m length) and foot valve to facilitate negative suction and flexible delivery hose of 20 m length.

### **3.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:**

3.1 The water tanker must have sufficient power to carry load of 9 KL capacity either water or kill fluid as the case may be.

3.2 Company reserves the right to place the Water Tanker(s) at any place of Company's operational areas of Assam.

3.3 The Water Tanker(s) should be equipped with audible reversing alarm and Foglights to be fitted.

3.4 The Water Tankers are for 24 hours duty with services of driver and helper for 08 (eight) hrs normal duty every day. The normal duration of working hours will be from 7AM to 3PM. However duration may be extended by the Company's Engineer at the time of exigency. No extra charge whatsoever other than overtime for the driver and the helper will be admissible for working extra time beyond stipulated time of 8 hours during exigency, which will be as per the rates of MoS dtd. 24.01.2014.

3.5 All the tankers are to be placed at OGPS Department, with all documents within mobilization time of 45 days from the date of LOA.

a) The representative of contractor/driver needs to report with the tankers at concerned section of OGPS department, at 7:00 AM and report to Company's Engineer. All the tankers will be under the control of Company's Engineer and the jobs will have to be performed as per his instruction or persons authorized by his/her.

- b) The Water tankers will be deployed for spraying water on the approach road of OIL's locations/installations from the main road for containing dust.
- c) The responsibility of collecting water lies solely with the contractor. The contractor has to ensure that water so collected for spraying is free from any contamination. The contractor will be held responsible for any untoward incident caused due to contaminated water. Water can also be loaded at OIL's installations on getting prior permission from Officer In-Charge of the Installation.
- d) The Water tankers will also be used to transfer water/kill fluid to a designated site as and when required. It will be obligatory on the part of the contractor to provide a leak proof system for transporting water/kill fluid to the destination. The contractor has to take enough precautions not to spill kill fluid on the way to the unloading site. Any environmental issues arise due to spill of kill fluid on the way to the designated site, the contractor has to bear all responsibility whatsoever.
- 3.6 The contractor or his/her representative should report to Company Engineer's office at 7:00 AM on all working days for instruction for next job after completion of the job that was earlier assigned. Moreover, he/she may also be asked to report to the office on Sundays/Holidays whenever operational urgency arises and as instructed by Company's Engineer.
- 3.7 The movement of the Water Tanker at the time of transferring of kill fluid will also be closely monitored and will be guided by Company's Engineer.
- 3.8 The Water Tankers should possess valid license (at contractor's cost) at all time & authorized to ply in Assam.
- 3.9 Water Tankers engaged for this service shall be always in road-worthy condition and covered by appropriate license and documents etc. The contractor shall be wholly responsible and accountable for irregularities if any, in these regards.
- 3.10 The Water Tankers along with the operating crew shall be INSURED by the contractor at his cost against all risks. The right of the contractor to place these Water Tanker in the services of the company shall be free from all financial and legal complications and should there be any interruption in company's services due to such complications, the contractor shall, on demand, fully compensate the company for the loss incurred by the later.
- 3.11 The contractor shall strictly fulfil, at his cost, the current statutory obligations of the central and State Govt. promulgated from time to time, during the period of validity of the contract.
- 3.12 The contractor shall provide all fuel, lubricant, spare parts etc. that may be necessary to run the Water Tankers on company's work.
- 3.13 The contractor is to fully observe all the rules governing the working within the state and will fully indemnify the company against any violation of such rules on contractor's part.

- 3.14 Driver/crew of the Water Tankers must possess valid license and/or necessary documents as required by Govt. Authorities.
- 3.15 Driver/crew of the Water Tankers must possess valid permits to enter into company's (or other) prohibited areas. Such permits shall have to be obtained by the contractor from the company's authorized personnel.
- 3.16 The contractor shall produce his/her Water Tankers for inspection at Logistics Department for road worthiness whenever Water Tankers is sent for inspection by Company's Engineer at his discretion. The Water Tankers will not be allowed to be engaged in jobs unless the Company's Engineer or any authorized Engineer certifies its suitability after aforesaid inspection.
- 3.17 The Contractor must observe the security & safety rules of the company while working inside the declared prohibited areas. Any person involved in the aforesaid transportation from contractor's side, found objectionable from security consideration and not working satisfactorily must be replaced by the contractor on receipt of written complaint from Company's Engineer or his representative.
- 3.18 **SERVICING:** The vehicle will be released for servicing/routine maintenance up to 48 (Forty Eight) hours per month with due prior permission/certification from the authorized Company's Engineer. Any excess shut down beyond 48 hours of service maintenance shall be treated as default and penalty will be imposed as per provision in the clause 1.12. Accumulation of the maintenance period shall not be allowed beyond a calendar month. The Water Tankers shall be released not more than twice for service maintenance in a calendar month.
- 3.19 It is obligatory on the part of the contractor to keep the Water Tankers with pump in good working condition. He/she should ensure that the tanker(s), pump etc are painted periodically with anti corrosive paints.
- 3.20 The driver of the tanker should be provided with a mobile phone for ease of communication with him as & when necessary en-route.
- 3.21 During any unforeseen bandhs, strike, etc. and during subsequent periods of such bandhs, strikes etc. the contractor shall take all necessary steps as advised by the Company's Engineer to facilitate uninterrupted operations.
- 3.22 The loaded Water Tankers shall ply only on the designated routes as directed by the operating department. Prior written permission is to be obtained from the operating department in case the Water Tankers need to be diverted through an unspecified route for any reason.
- 3.23 The Contractor shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any violation of law due to crossing of the speed limits shall have to be addressed by the Contractor entirely at his/her own cost.
- 3.24 The Water Tankers must all times be comprehensively insured against all risks.
- 3.25 The Driver(s) must possess a valid professional driving license.



3.26 The Water Tankers must have all statutory compliances fulfilled at all time and evidences of having the same may be required to produce before Company Engineer or authorized persons as and when required.

3.27 The Contractor must ensure timely renewals of all licenses and permits and certificates within the due dates.

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

3.29(a) Hour meter, Speedometer and kilometreage gauges must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodic inspections 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's Engineer. The Company's decision in this regard shall be final and binding on the Contractor.

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

3.30 Wherever required, all Water Tankers 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.

3.31 The Contractor shall not refuse parking of any Water Tanker at such places as may be directed by the Company's Engineer.

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

3.33 The Contractor must furnish to the Company upon initial placement of the Water Tankers, the name(s) of the Driver(s), Helper(s), as may be applicable together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).

**4.0 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.

**5.0 OBLIGATIONS OF THE CONTRACTOR:**

5.1 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.

5.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of Water Tankers 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.

5.3 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 falling under any statute which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

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

5.5 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.

5.6 If the Water Tankers are not available for duty due to driver's and helper's strike, the Water Tankers will be treated as shut-down for the period of strike and will attract penalty under penalty clause.

5.7 In case of any disruption/interruption in the services due to any action by any contractor(s) or his/their Water Tankers crews or by both, the contract(s) of the concerned contractor(s) shall be terminated as per the discretion of the company.

5.8 In case of Water Tankers meet with any accident, the contractor or his representative shall lodge FIR with the nearest Police Station and inform the company in writing about the accident. The contractor shall not hold company responsible for any kind of compensation arises out of the accident.

5.9 If the service of any Water Tankers is stopped due to any Local Environmental Problem, the contractor will have to take necessary action immediately to solve the problem and lodge FIR in the nearest Police Station of the incident.

5.10 The Contractor shall ensure that the Water Tanker(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's Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final.

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

5.12 The Contractor should ensure that the Driver(s)/Helper(s) are available every day. In the event of failure to do so, the Water Tankers shall be treated as shut down, in which case the penalty shall be deducted from the Contractor.

5.13 The contractor will ensure good conduct of their Water Tanker crews, while on duty at the respective OIL installations. The contractor will be held fully responsible for any unruly behaviour of Water Tanker crews or any mishap created by Water Tanker crews.

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

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

5.16 Contractors will be required to arrange entry passes for the drivers/helpers/and for himself from CISF for entering into OIL Operational Areas.

5.17 The contractor shall ensure use of Safety shoes, Safety hand gloves and uniforms by the Water Tanker crews while on duty. These safety items and the uniform for the Water Tanker crews shall be provided by the contractor. In the event of non-compliance of the clause by any contractor, the company reserves the right to deduct appropriate amount from his/ her bill.

5.18 The Contractor will park the Water Tankers at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Contractor found violating this will be liable for penalty.

**6.0 OTHER COMPLIANCES:**

6.1 The Water Tankers shall be free from all financial/legal complications & encumbrances and should there be any interruption in company's operation due to such complications, contractor shall compensate the loss incurred to the company as decided by the company.

6.2 It shall be solely the contractor's responsibility to fulfil all legal/statutory formalities for the Water Tankers & crew to ply any districts of Assam as necessary from time to time. The tanker must have valid permits from appropriate Govt. Authority, Registration, Pollution, Fitness, Permits, Insurance and any other certificates necessary for handling effluent throughout the tenure of the contract. The tanker shall at all times be comprehensively insured by the contractor. It shall also be the contractor's responsibility to procure and renew the necessary permits required for the tanker & its crew to enter and work.

6.3 Crew for the Water Tankers shall comprise of 01 (one) driver and 01 (one) helpers/jugalee per tanker. The driver of the tanker shall possess valid Driving License (Heavy), in no circumstances a driver will be allowed to drive the tanker without having a valid driving license. In such a default, the tanker shall be considered as shutdown. Similarly, in case 01 (one) helpers/jugalee is not engaged, then also the tanker will not be allowed to work and same shall be considered as shutdown.

6.4 The contractor shall be held responsible for any damage/loss that may be caused to the company's materials during loading/unloading/transportation and the loss so incurred by the company may be recovered from the contractor as deemed fit.

6.5 Only physically fit adult persons shall be employed and in no case, minor or adolescent will be allowed to work as crew member/staff.

6.6 The crew shall refrain from smoking or carry any inflammable substance at any OIL installations while on duty.

6.7 All the crew members/staff must be in physically and mentally fit condition and shall not be under influence of intoxication of any type while on duty. The crew shall have to comply with all the requirements as provided in the Motor Vehicle Act and the Rules framed there under.

6.8 The contractor shall not refuse to operate his/her tanker in slushy, muddy, and underfoot plinth conditions prevailing in oil field areas, if authorized company personnel certifies the condition.

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

6.10 Inspection of the Water Tankers will be made during the tenure of the contract as per programs furnished by the Company Engineer. Rectification of defects, if any, as a result of such inspection must be carried out at the contractor's cost and without affecting the operations.

6.11 All Water Tankers for the service must be provided with suitable earthing arrangements, fire extinguishers in working conditions while carrying out the contractual obligations. In built First Aid Box in the driver's cabin with all requisite items must be provided.

6.12 Statuary warning as per OIL drawing No. 1455 must be printed prominently over the tank body before commencement of the contract.

6.13 All the Water Tankers must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS CERTIFICATES, COMPREHENSIVE INSURANCE, TANK CALIBRATIONS CERTIFICATES, issued by the Govt. authority copies of which is to be submitted to OIL at the time of placement of Water 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 Water Tankers.

6.14 The inscription "ON OIL INDIA DUTY" must be displayed with signal red paint prominently at the centre portion of the tanker body on either side of each & every Water Tankers deployed. The size of each letter should be 30 cm x 30 cm (approx).

6.15 The contractors shall not engage Water Tankers other than as described in the scope of work.

6.16 The contractor shall ensure that the Water Tankers are properly calibrated/ stamped under the Weights and Measures Act.

## **7.0 TERMINATION:**

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

7.2 The Company may without prejudice to any other remedy for any default, or 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 rectify his/her failures 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.

7.3 In the event of Company terminates the contract in whole or in part pursuant to clause No. 7.2 the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the contractor shall continue performance of the contract to the extent not terminated.

7.4 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.

7.5 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 w.e.f which such termination becomes effective, which will be at least 60 (sixty) days after the date of the notice of termination. If the Company exercise 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.

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

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

**9.0 FORCE MAJEURE:** In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bandhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's Water Tankers are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

Force Majeure rate shall be paid at 50% of the Fixed Charge per day per bowser/tanker at the time of occurrence of Force Majeure situation.

## **10.0 INSURANCE:**

10.1 **Comprehensive insurance of the Bowser:** The Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials, equipment and Water Tankers during the currency of the agreement and shall provide certificates of such insurance.

**10.2 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 to be paid to the Insurance Company for the purpose. The limit for sum to be insured will be as under:

For bowser drivers: Rs. 3,00,000.00

For bowser helpers: Rs. 2,00,000.00

**10.3 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. OIL will reimburse the contractors the applicable insurance premium against submission of documentary evidence along with a claim bill.

**10.4** If any of the above policies expire or are cancelled during the term of this Agreement and if 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.

**10.5 Employee's State insurance Benefit:** Contractor shall extend benefits to Driver/helper 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.

**11.0 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 Contractor, if acceptable to the Company.

**12.0 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.

**13.0 BILLING & PAYMENT:** For the purpose of payment for the service rendered the Contractor shall:

**13.1** Accept as final, the daily log book signed on a daily basis by the Company's Engineer. 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,

**13.2** Prepare monthly kilometreage statement-cum-bill 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.

13.3 The monthly kilometreage statement-cum-bill must include a factual record, 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 of the following:

- a) 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.
- b) Such hours/days or part thereof as may be involved in any month when the Water Tankers 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:
  - i) Deductions for defaults/shut downs not shown correctly.
  - ii) Adjustment of kilometreage and corrections as per agreement.
  - iii) 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.

13.4 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.

13.5 Only Journey authorised by the Company Engineer shall be taken as Authorised Journey and will only be considered for payment.

13.6 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.

13.7 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.

13.8 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.1.11 of General Conditions of Contract shall be levied for each such default on pro-rata basis. The penalty liable shall be deducted from the monthly bills of the Contractor.

13.9 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.

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

14.1 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-kilometrage 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 wage slip (Form XIX)

14.2 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.

14.3 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.

14.4 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 kilometrage 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 Water tanker(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 kilometrage statements in respect of all Water tanker(s) to be deployed under this agreement are received by the Company.

14.5 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.

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

14.7 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.

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

**SUB: SAFETY MEASURES**

**Description of service: Hiring the Services of 03 (Three) numbers of Water Tankers with driver's cabin and 9 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (One) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field.**

Sir,

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

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

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

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

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

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

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

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

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

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

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

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

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

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

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

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

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

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

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

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR

**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 03 (Three) numbers of Water Tankers with driver's cabin and 9 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (One) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field.** 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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

#### **Section 4 - Compensation for Damages**

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

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

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

#### **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 .

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam								
DESCRIPTION OF WORK/SERVICE: Hiring the Services of 03 (three) numbers of Water Tankers with driver's cabin and 9 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (one) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field.								
PRICE BID FORMAT TENDER No. CDO8492P19								
NAME OF BIDDER								
Bidder's GST No.								
SAC/HSN Code								
Select the benefit sought under the Policy ( Use Drop Down List )								
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	MON	108				0.00	0.00
20	Running Charge	KM	3,78,000				0.00	0.00
Total Cost (Rs) =							0.00	0.00
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively) on the final services. However, GST rate to be provided in the respective places in the Price Bid.								
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST)								
3 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.								
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.								
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.								
6. Bidder may seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012. Bidder hereby categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. i. PP-LC OR ii. MSE policy.								
7. Purchase preference policy-linked with Local Content (PP – LC ) notified vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG shall be applicable in this tender Bidders seeking benefits under Purchase Preference Policy (linked with Local Content) (PP - LC) shall have to comply with all the provisions specified in ITB and shall have to submit all undertakings / documents applicable for this policy.								
8. Refer to GCC for detail of GST								
9. Refer to SOQ & SCC for Item detail Description								
10. Mobilisation Period: 45 (Forty Five) days from date of issue of LOA.								
11.0 Force Majeure rate shall be paid at 50% of the Fixed charge per day per bowser/tanker at the time of occurrence of Force Majeure situation.								
12. Tendered cost of Fuel (HSD) per litre: Rs. 61.04 per litre								

## CALCULATION OF LOCAL CONTENT-SERVICES

Proforma BB(PP-LC)

TENDER NO. CDO8492P19

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

**Note:-**

% LC Service =	$\frac{\text{Total cost (A. IV. c) - Total imported component cost (A. IV .b)}}{\text{Total Cost (A. IV.c)}} \times 100$
----------------	--------------------------------------------------------------------------------------------------------------------------

% LC Service =	$\frac{\text{Total domestic component cost (A. IV a)}}{\text{Total cost (A. IV. c)}} \times 100$
----------------	--------------------------------------------------------------------------------------------------

- As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- Refer to ITB for Detail of PP-LC.

**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.

<b>YEAR</b>	<b>TURN OVER</b> In INR	<b>NET WORTH</b> In INR

Place:

Date:

Seal:

Membership Number:

Signature:

Registration No.:

**Enclosure-B****Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To,

Oil India Limited

\_\_\_\_\_

\_\_\_\_\_

India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or

affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

**3.** The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

**4.** The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**5.** The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

**6.** This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

**7.** The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

**8.** The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

**9.** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

WITNESS NO.1

\_\_\_\_\_  
(Signature)

Full name and official address  
(in legible letters)

Stamp

\_\_\_\_\_  
(Signature)

Full name, designation and address  
(in legible letters)

With Bank

WITNESS NO.2

\_\_\_\_\_  
(Signature)

Full name and official address  
(in legible letters)

Stamp

Attorney as per power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_



**FOR UNDERTAKING**

**(IN TERMS OF BEC CLAUSE NOS. 1.5 (a) & 1.5 (b) OF TENDER NO. CDO8492P19**

**(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:  
CDO8492P19**

Dear Sirs,

This is in connection with the Bid submitted by \_\_\_\_\_  
\_\_\_\_\_ against Tender No. CDO8492P19 for hiring of services of Water 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.		

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:**

**ON NON-JUDICIAL STAMP PAPER OF Rs.20/-**  
**BEFORE THE NOTARY PUBLIC AT**

\_\_\_\_\_  
**Dated**\_\_\_\_\_

**A F F I D A V I T**

**(In terms of BRC Clause 1.4 of the Tender No: CDO8492P19)**

I, \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_ years, by profession, Businessman and presently residing at \_\_\_\_\_, in the District of \_\_\_\_\_, do hereby solemnly affirm and state as follows:-

1. That, I have participated in the Tender No CDO8492P19 for hiring of services of Water tankers and have submitted a bid against the Tender.
2. That, copies of following documents have been submitted along with the bid dated \_\_\_\_\_, as required by the Tender.
  - a.
  - b.
  - c.
  - d.
3. That, all the aforesaid documents are the true copies of the Original documents and all the documents are authentic and genuine. In case of submission of false/fraudulent document(s), OIL shall be at liberty to take appropriate action against the Firm/Bidder in terms of the Tender/contract, including but not limited to rejection of bid or termination of the contract, as the case may be.

The Deponent Sri/Smt \_\_\_\_\_,

sign as

**DEPONENT**

**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 DECLARATION REGARDING PUMP**  
**(TO BE SUBMITTED BY THE BIDDER ALONGWITH THE BID)**

To  
Chief General Manager-Contracts  
Oil India Limited  
Duliajan

Sub: Declaration regarding pump.  
IFB No.CDO8492P19

Dear Sir,

With reference to above mentioned tender, I/we hereby confirm that if the contract under the above tender is awarded to me/us, I/we will provide suitable pump and engine as specified in Scope of Work of this tender for loading and unloading of water/kill fluids.

Yours faithfully,

Signature\_\_\_\_\_

Name of the Bidder\_\_\_\_\_

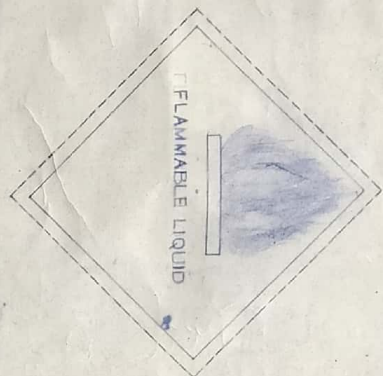
**FORM XIX**  
[See Rule 78(1) (b)]  
*Wage Slip*

Name and address of Contractor .....	Name and Father's / Husband's name of the workman .....
.....	.....
Nature of work and location of work .....	For the Week/Fortnight/Month ending .....
.....	.....
.....	.....
1. No. of days worked .. ..	.....
2. No. of units worked in case of piece rate workers .. ..	.....
3. Rate of daily wages/piece-rate ..	.....
4. Amount of overtime wages ..	.....
5. Gross wages payable ..	.....
6. Deductions, if any ..	.....
7. Net amount of wages ..	.....
paid ..	.....

*Initials of the Contractor or his Representative*

55x1 710 (ON 50)

FORMATION



## WARNING

CAUTION ----- NO SMOKING NO NAKED LIGHT AROUND  
CONTENT ----- CRUDE OIL  
CAPACITY ----- KL.  
FIRE FIGHTING ----- FOAM DRY POWDER  
FOR COOLING ----- FINE WATER SPRAY  
EMERGENCY TELEPHONES:

POLICE ----- 500554 (P & T)  
OIL ----- 7333 (DULIAJAN)  
" ----- 333 (MORAN)  
" ----- 222 (KHARSANG)  
" ----- 3333 (DC-ADD)

## COLOUR:

1 SYMBOL ----- BLACK  
2 BORDER LINE ----- RED  
3 INSCRIPTION ----- RED  
4 DOTTED LINE ----- RED  
5 BACKGROUND ----- WHITE

		<b>OIL INDIA LIMITED</b>	
DRAWING OFFICE		DULIAJAN	
INFORMATION DATA			
SCALE	TITLE	DESIGNED	NAME
N.T.S.	FOR CRUDE OIL TANKER/BOWSER	DRAWN	DATE
		CHECKED	
		APPROVED	
		NO	
		OIL/1455/A	



**OIL INDIA LIMITED**  
(A Government of India Enterprise)

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

Dept. : ..... 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 Any tampering of speedometer / seal should be immediately reported to Head-Transport.

01-76-7804

7118119/DIS/16 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

Name.....

Checked &amp; corrections made wherever necessary.

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.**



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

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

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

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

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

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

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

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

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

**PROFORMA IV**

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

Month & Year: \_\_\_\_\_  
Contract No: \_\_\_\_\_  
Vehicle registration number: \_\_\_\_\_  
Name of contractor: \_\_\_\_\_  
Hiring services of: \_\_\_\_\_

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

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

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

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

To be enclosed with monthly statement/bill/COP

DATE:

NAME AND SIGNATURE OF THE CONTRACTOR

**FORMAT FOR UNDERTAKING**

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

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO:  
CDO8492P19**

Dear Sirs,

This is in connection with the Bid submitted by me/us, \_\_\_\_\_ (Name of Bidder), against Tender No. **CDO8492P19** for **Hiring the Services of 03 (Three) numbers of Water Tankers with driver's cabin and 9 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (One) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field.**

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

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

Yours faithfully,

1. Authorized Signatory with Seal \_\_\_\_\_

(Bidder)

Place:-

Date:-

**BID FORM**

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

**Sub: IFB No. CDO8492P19**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ **“NOT TO BE QUOTED HERE”** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of annualized contract value 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 \_\_\_\_\_ 2018.

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

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

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

**Seal of the Bidder:**

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

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

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

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

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

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

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

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

Sir,

**SUB: OIL's IFB No. CDO8492P19**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO8492P19** for **Hiring the Services of 03 (Three) numbers of Water Tankers with driver's cabin and 9 KL capacity water tank mounted on the truck chassis for a period of 03 (Three) years and extendable by 01 (One) year for sprinkling of water over roads and effluent/kill fluid transfer in OIL's operational areas in Assam field.**

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. CDO8492P19**

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.  
**CDO8492P19** for **Hiring the Services of 03 (Three) numbers of Water Tankers  
with driver's cabin and 9 KL capacity water tank mounted on the truck  
chassis for a period of 03 (Three) years and extendable by 01 (One) year for  
sprinkling of water over roads and effluent/kill fluid transfer in OIL's  
operational areas in Assam field** 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 \_\_\_\_\_



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:

- a. The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the 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 Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District 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**  
**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 (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the \_\_\_\_\_ 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:

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:

- a. The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the 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 Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District 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. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) 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.

**E-TENDER NO. CD08492P19**

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.

**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO8492P19**

**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	<b>1.0 BID EVALUATION CRITERIA (BEC)</b> The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.			
<b><u>1.1 FINANCIAL CRITERIA</u></b>					
2	1.1.1	Annual Financial Turnover of the bidder during any of preceding <b>03 (Three)</b> financial/accounting years from the original bid closing date should be at least <b>Rs. 17,73,000.00 (Rupees Seventeen Lakh Seventy Three Thousand only)</b> .			
3	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year.			
4	<b>Note to BEC Clause 1.1</b>	<b>a.</b> For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:			

**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO8492P19**

	above	<p>(i) Audited Balance Sheet along with Profit &amp; Loss account. OR</p> <p>(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in <b>Annexure-X</b>.</p> <p><b>b.</b> Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ have actually not been audited so far'.</p> <p><b>c.</b> 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>			
<b><u>1.2 TECHNICAL CRITERIA</u></b>					
5	1.2	i) Bidder must have experience of providing services of Heavy Transport Vehicles (viz. Tankers of minimum 9KL capacity/Buses/Trucks/Tractor-Trailers/Cranes) to Public Sector			



**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO8492P19**

		<p>Undertaking (PSU)/Central Government (Organization/Corporations) /State Government (Organization/Corporations)/any E&amp;P Company of minimum <b>Rs. 29,55,000.00 (Rupees Twenty Nine Lakh Fifty Five Thousand only)</b> under single contract in previous 07 (Seven) years reckoned from the original bid closing date.</p> <p style="text-align: center;">OR</p> <p>ii) Bidder must have experience of providing services of Tankers/Bowsers (having minimum 9 KL capacity) to Public Sector Undertaking (PSU)/Central Government (Organization/Corporations) /State Government (Organization/ Corporations)/any E&amp;P company continuously for a minimum period of 06 (Six) months under single contract in previous 07 (seven) years reckoned from the original bid closing date.</p> <p style="text-align: center;">OR</p> <p>iii) Bidder must have experience of providing services of attached Bowsers(s)/Tanker(s) (having minimum 9 KL capacity) to Oil India Limited (i.e. experience of providing attached Tanker(s)/Bowser(s) to the contractor(s) engaged by OIL) continuously for a minimum period of 06 (Six) months under single contract in previous 07 (seven) years reckoned from the original bid closing date.</p>			
6	<b>Note to BEC clause 1.2 above</b>	<p>I. The bidder must have requisite experience under single contract for any length of time during the last 07 (seven) years reckoned from the original bid closing date i.e. for any length of time within the period <b>03.08.2011 to 02.08.2018</b> (both days inclusive). During this period of 07 (Seven) years, bidder must have the requisite experience under single contract of minimum requisite value (for bidders participating as per the experience mentioned in 1.2(i) above)/period (for bidders participating as per the experience mentioned in 1.2(ii)/1.2(iii) above). Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of <b>03.08.2011 to 02.08.2018</b>; but the value of job done/period executed must be of requisite amount within the period.</p>			

**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO8492P19**

		<p>II. 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><b>A. In case requisite experience is against OIL's Contract:</b></p> <ol style="list-style-type: none"> <li>1. For bidders participating as per the experience mentioned in 1.2(i)/1.2(ii) above, Job Completion Certificate or SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) showing at least the following: <ol style="list-style-type: none"> <li>a) Gross Value of job done within the stipulated period.</li> <li>b) Nature of job done and Contract/Work order no.</li> </ol> </li> <li>2. For bidders participating as per the experience mentioned in 1.2(iii) above: <ol style="list-style-type: none"> <li>a) Contract no. against which the vehicle was deployed for OIL's operation.</li> <li>b) Vehicle no.</li> <li>c) Period for which the vehicle was deployed under the contract.</li> </ol> </li> </ol> <p><b>B. In case requisite experience is not against OIL's Contract:</b></p> <ol style="list-style-type: none"> <li>1. For bidders participating as per the experience mentioned in 1.2(i)/1.2(ii) above: <ol style="list-style-type: none"> <li>a) Copy of Contract document/Work order/LOI/LOA showing details of work.</li> </ol> <p style="text-align: center;">AND</p> <li>b) Job Completion Certificate/Certificate of Payment showing: <ol style="list-style-type: none"> <li>i) Gross Value of job done within the stipulated period.</li> </ol> </li> </li></ol>			
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**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO8492P19**

- ii) Nature of job done and Contract/work order no.  
iii) Contract Period and Date of completion.

**III.** If the prospective bidder is executing jobs against the requisite experience which is running as on the original bid closing date and the executed value (for Bidders participating as per Clause 1.2(i) above)/executed period (for Bidders participating as per Clause 1.2(ii)/1.2(iii) above) against the contract as on the original bid closing date is equal to or more than the minimum prescribed value/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:**

1. For bidders participating as per the experience mentioned in 1.2(i) above:
  - a) Letter of Award (LOA) & Work order/Contract no.  
AND
  - b) SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) showing the requisite value within the stipulated period.
2. For bidders participating as per the experience mentioned in 1.2(ii) above:
  - a) Letter of Award (LOA) & Work order/Contract No.  
AND
  - b) SAP generated Signed/Unsigned (i.e. system generated) Service Entry Sheet (SES) within the stipulated period.
3. For bidders participating as per the experience mentioned in 1.2(iii) above:

**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO8492P19**

- a) Contract number against which the vehicle is being deployed for OIL's operation.
- b) Vehicle no.
- c) Period for which the vehicle is being deployed under the contract.

**B. In case requisite experience is not against OIL's Contract:**

1. 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.

AND

- b) Service execution certificate issued from the organization with which bidder has the contract showing at least the following amongst others:

- i) Gross Value of job done within the stipulated period.
- ii) Nature of job done and Contract/work order no./LOI/LOA
- iii) Contract Start Date and Scheduled Date of completion.

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

- a) Copy of Contract document/Work order showing details of work.

AND

- b) Service execution certificate issued from the organization with which bidder has the contract showing at least the following amongst others:

- i) Nature of job done and Contract/Work order no.
- ii) Contract Start Date and Scheduled Date of completion.

**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO8492P19**

		<p>IV. A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting the BEC.</p> <p>V. In case the offered vehicles are still in service in any contract then the bidder has to submit a declaration along with the bid that he/she shall submit a certificate from the concerned organization/user department granting permission for release.</p>			
7	<b>1.3.1</b>	<p>All the Water Tankers to be offered for the service must be in the name of the bidder and of model <b>TATA SE 1613/42 or TATA LPT SE 1613/TC-42</b> or any other equivalent Truck Chassis of vintage (year of manufacture) not earlier than <b>01.01.2014</b>. Valid documentary evidence in support of model (year of manufacture) of Water Tankers not earlier than <b>01.01.2014</b> should be submitted by the bidder for each Water Tanker along with their bids. All the documents are to be self-certified/ attested by the bidder. Vintage of Tank of the Water Tanker (Tanker available at the time of bidding) should also not be earlier than <b>01.01.2014</b>. The pump and engine should not be earlier than <b>01.01.2014</b>. Bidder to submit the purchase document of the pump and engine along with the technical bid. Otherwise, bidder has to submit declaration as per <b>Annexure-H</b>.</p>			
8	<b>1.3.2</b>	<p>In case the bidder wants to provide brand new Water Tankers of model <b>TATA SE 1613/42 or TATA LPT SE 1613/TC-42</b> or any other equivalent Truck Chassis and Tank of minimum 9KL water carrying capacity against the tender, the bidder to submit a declaration (format as per enclosed Proforma-V) along with the bid that they will be placing brand new Water Tankers purchased and registered after issue of LOA if they are awarded the contract. The bidder who does not provide this declaration their bid will be rejected.</p>			
9	<b>1.4</b>	<p>The bidder should submit an affidavit to certify the genuineness of documents/ certificates submitted by him/her along with their bids. Format of the affidavit is enclosed along with this bid document</p>			

**TECHNICAL EVALUATION SHEET FOR BEC**  
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		(Annexure-II).			
10	<b>1.5(a)</b>	Bidder shall place the offered Water Tankers for the entire period of the proposed contract agreement including the extension period, if any. The bidder should execute an undertaking in favour of OIL to the extent that offered water tankers shall be placed for the entire period of the proposed contract agreement including the extension period, if any as per Annexure-I.			
11	<b>1.5(b)</b>	Same water tanker(s) shall not be offered in more than one offer under this tender. The bidder shall undertake (Format of the undertaking as per Annexure-I) that the tanker(s) offered in their offer is not offered in any other offer under this Tender. If same water tanker(s) are found to be included in more than one offer under this tender, such offers shall be summarily rejected.			
12	<b>1.6</b>	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.			
13	<b>1.7</b>	Bidder must conform to the OIL's specification for Water Tankers of minimum 9KL Capacity (water tank mounted on Truck chassis model TATA SE1613/42 or TATA LPT SE 1613/TC-42 or equivalent of vintage not earlier than 01.01.2014). Bids offering truck chassis(s) (on which water tank(s) shall be fabricated) other than the model/ specification as mentioned in NIT/tender document will be rejected.			
14	<b>1.8</b>	In case the offer from Bidder(s) are with readily available vehicles like - Truck, Water Tanker, Crude Oil Tanker etc. comprising with Truck Chassis model TATA SE1613/42 or TATA LPT SE 1613/TC-42 or any other equivalent Truck Chassis of vintage not earlier than 01.01.2014 as on the bid closing date; evaluation shall be done considering both the Truck Chassis and water tank.			
15	<b>1.9</b>	For evaluation, no preference shall be given to the vintage or date of registration of the truck chassis(s) (on which water tank shall be fabricated). All truck chassis (on which water tank shall be fabricated) of			

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		vintage not earlier than 01.01.2014 shall be considered at par.			
16	<b>1.10</b>	One bidder has to offer 03 (three) Nos. of Water Tankers/truck chassis(s) (on which water tank shall be fabricated).			
17	<b>1.11</b>	Present requirement of water tankers are 03 (Three) Nos. for a period of 03 (Three) years. Contract for water tankers shall be awarded to the techno-commercially qualified L1 bidder.			
18	<b>1.12</b>	Prices 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.			
19	<b>1.13</b>	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
20	<b>1.14</b>	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.			
21	<b>1.15</b>	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.			
22	<b>1.16</b>	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.			
23	<b>1.17</b>	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			

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		considered for computing the contract price.			
24	<b>1.18</b>	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.			
25	<b>1.19</b>	<p><b><u>PURCHASE PREFERENCE CLAUSE:</u></b> 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><b>1.19.1</b> 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><b>1.19.2</b> In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p><b>1.19.3 <u>Documentation required to be submitted by MSEs:</u></b> 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.</p>			
26	<b>1.20</b>	<b><u>1.20 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)</u></b>			



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		<p><b>1.20.1</b> Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&amp;NG shall be applicable in this tender.  <a href="http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus">http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus</a>.</p> <p><b>1.20.2</b> Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under clause No. 22 of ITB and shall have to submit all undertakings/documents applicable for this policy.</p>			
27	<b>1.21</b>	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST).			
28	<b>1.22</b>	<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>			
29	<b>1.23</b>	<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 &amp; amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be</p>			

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		binding on the bidder.			
30	<b>1.24</b>	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.			
31	<b>1.25</b>	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
<b>2.0 <u>BID REJECTION CRITERIA (BRC):</u></b>					
32	<b>2.1</b>	The bids are to be submitted under Single Stage Two Bid Bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.			
33	<b>2.2</b>	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.			
34	<b>2.3</b>	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.			
35	<b>2.4</b>	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.			
36	<b>2.5</b>	Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.			
37	<b>2.6</b>	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.			

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38	<b>2.7</b>	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.			
39	<b>2.8</b>	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
40	<b>2.9</b>	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.			
41	<b>2.10</b>	<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"> <li><b>(i)</b> Firm price</li> <li><b>(ii)</b> EMD/Bid Bond</li> <li><b>(iii)</b> Period of validity of Bid</li> <li><b>(iv)</b> Price Schedule</li> <li><b>(v)</b> Performance Bank Guarantee/Security deposit</li> <li><b>(vi)</b> Delivery/Completion Schedule</li> <li><b>(vii)</b> Scope of work</li> <li><b>(viii)</b> Guarantee of material/work</li> <li><b>(ix)</b> Liquidated Damages clause</li> <li><b>(x)</b> Tax liabilities</li> <li><b>(xi)</b> Arbitration/Resolution of Dispute Clause</li> <li><b>(xii)</b> Force Majeure</li> <li><b>(xiii)</b> Applicable Laws</li> </ul>			

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		<p><b>(xiv)</b> Specifications</p> <p><b>(xv)</b> Integrity Pact</p>			
42	<b>2.11</b>	There should not be any indication of price in the Un-priced Techno-Commercial Bid.			
43	<b>2.12</b>	Bid received with validity of offer less than 120 (One Hundred and Twenty) days from the date of Technical Bid opening will be rejected.			
44	<b>2.13</b>	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ <b>Part-VI/Integrity Pact</b> ” 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.			
<b>3.0 GENERAL:</b>					
45	<b>3.0</b>	<p><b>3.1</b> 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 BRC.</p> <p><b>3.2</b> 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 to must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such</p>			

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		<p>clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p><b>3.3</b> If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.</p> <p><b>3.4</b> Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.</p> <p><b>3.5</b> Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC &amp; Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p><b>3.6</b> 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><b>3.7</b> The originals of such 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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