

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
E-mail ID: contracts@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

GeM Availability Report ID: GEM/GARPTS/02062023/YZN9GJ7JZMNN

Dear Sir(s)/Madam(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** **OIL INDIA LIMITED (OIL)** invites bids/offers from reliable, experienced and resourceful bidders under **OPEN E-TENDER COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES on “One-Bidder-One-Truck”** through OIL's E-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **Hiring of Transport services of 58 Nos. readily available Trucks**. 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:

IFB/ e-TENDER NO.	:	<u>CDT3640P24</u>
Description of Services	:	Hiring of transport services of 58 Nos. of readily available Truck built on 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than 16200 Kg, Make & Model: Tata LPT 1615 42WB or any other equivalent make & model of Truck, manufactured on or after 01.01.2017 , as per tender specifications and with all standard fittings & accessories, to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 04 (four) years on ‘One-Bidder-One-Truck’ basis.
Quantity of trucks required	:	58 (fifty-eight) Nos. of trucks will be hired on ‘One-Bidder-One-Truck’ basis.
Type of Bid	:	Open Indigenous E-Tender, Composite System with OIL's offered rates.

Period of Contract	:	04 (four) year i.e 48 (Forty-Eight) months from the date of placement of the Truck.
Month & year of manufacture of the vehicle	:	Manufactured on or after 01.01.2017 .
Bid Closing date & time	:	04.07.2023 at 11.00 AM (IST) (Server Time) or as mentioned in the E-procurement portal.
Bid Opening date & time	:	04.07.2023 at 02.00 PM (IST) (Server Time) or as mentioned in the E-procurement portal.
Bid Submission mode	:	Bids must be uploaded online in OIL's e-Procurement Portal: https://etender.srm.oilindia.in/irj/portal
Bid opening place	:	Office of the CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Validity of Bid required	:	90 (Ninety) days from the Bid opening date.
Bid Security/EMD Amount	:	Rs. 3,28,000.00 (Rupees Three Lakhs and Twenty-Eight Thousand only)
Bid Security/EMD Validity	:	Minimum 120 days from original bid closing date.
Mobilisation Period	:	30 (thirty) days from the date of issuance of LOA or as per the date mentioned in the LOA.
Liquidated Damage for delay in placement of vehicle	:	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.
Amount of Performance Security	:	10% of annualised Contract value.
Validity of Performance Security	:	90 (ninety) days beyond the contract period/duration.
Lottery Venue	:	Contracts Department, Oil India Limited, Duliajan-786602.
Lottery Date	:	Will be notified in OIL's Website and Notice Board of Contracts Department nearer the time. Based on the total number of bid(s) received, OIL may decide to conduct the draw of lots (lottery) before scrutiny of bid(s) or after scrutiny of bid(s).

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 Organization's 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 as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. ***"Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm".***
- 3.2** Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating in e-Tendering the DSC token should be connected to your system.
- 3.3** Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.4.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
- 3.4.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.5** Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in

User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.

- 3.6** The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

3.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

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

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

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

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 17th March 2023 available in OIL's website: www.oil-india.com.

v) 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.

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **OPEN E-TENDER COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES**. The bidder has to submit the **"TECHNICAL"** 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.

4.0 **SCREEN SHOT:**

On "EDIT" Mode, Bidders are advised to upload "Technical Bid" in the places as indicated above:

Note:

- * The "Technical Bid" shall contain all techno-commercial details.

6.0 INTEGRITY PACT: Integrity pact is applicable against this Tender. Please refer Clause 28.0 of ITB of this Tender document for details.

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(J. Borah)
Sr. Officer-Contracts (TS)
For DGM- Contracts (TS-Offi.)
For CGM – Contracts (HoD)
FOR RESIDENT CHIEF EXECUTIVE

PART-1

INSTRUCTIONS TO BIDDERS (ITB)

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 BID 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) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders (Part-1)
- c) BRC /BEC (Part-2)
- d) General Conditions of Contract (Part-3, Section-I: **GCC**)
- e) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
- f) Special Conditions of Contract (Part-3, Section-III: **SCC**)
- g) Safety Measures (Part-3, Section-IV: **SM**)
- h) Integrity Pact (**Appendix-I**)
- i) Bidder Details (**Annexure-A**)
- j) Details of Truck Offered (**Annexure-B**)
- k) Format for Court Affidavit (**Annexure-C**)
- l) Join Declaration Format (**Annexure-D**), if applicable
- m) Declaration regarding details of the Truck and placement of the Truck for OIL's services for OIL's services (**Annexure-E**).
- n) Format of undertaking by Bidders towards submission of authentic information/documents (**Annexure-F**)
- o) Format for declaration to be submitted in the form of a Notarised Affidavit (**Annexure-G**), if applicable.
- p) Bid Form (**Proforma-A**)
- q) Statement of Non-Compliance (**Proforma-B**)
- r) Letter of Authority (**Proforma-C**)
- s) Letter of Authorization for attending Bid Opening (**Proforma-D**)
- t) Bid Security Format (**Proforma-E**)
- u) Form of Performance Bank Guarantee (**Proforma-F**)
- v) Undertaking towards Submission of Bank Guarantee (**Proforma-G**)
- w) Format for Undertaking As Per Note No.11.0, SOQ (**Proforma-H**)
- x) Agreement Form (**Proforma-I**)
- y) Checklist (**Proforma-J**)

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.

2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

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

4.0 AMENDMENT OF BID 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 the issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the **"Technical RFx"** under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" under the tab "Amendments to Tender Documents"] 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 notarized English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID: Bids are invited under Single Stage Composite bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

UN-PRICE TECHNO-COMERCIAL BID (to be uploaded in “Technical Attachments” tab)

- (i) Bid Documents duly filled as indicated.
- (ii) Documentary evidence(s) established in accordance with **BEC/BRC (Part-2)**.
- (iii) Bidder Details (**Annexure-A**).
- (iv) Details of Truck Offered (**Annexure-B**).
- (v) Format for Court Affidavit (**Annexure-C**).
- (vi) Join Declaration Format (**Annexure-D**), if applicable.
- (vii) Declaration regarding details of the Truck and placement of the Truck for OIL's services (**Annexure-E**).
- (viii) Format of undertaking by Bidders towards submission of authentic information/documents (**Annexure-F**).
- (ix) Format for declaration to be submitted in the form of a Notarised Affidavit (**Annexure-G**), if applicable.
- (x) Bid Form (**Proforma-A**)
- (xi) Statement of Non-Compliance (**Proforma-B**)
- (xii) Bid Security Format (**Proforma-E**)
- (xiii) Format for Undertaking as Per Note No.11.0, SOQ (**Proforma-H**)
- (xiv) Checklist (**Proforma-J**).
- (xv) Integrity Pact as per **Appendix-I**.
- (ix) All Other relevant **Checklist, Undertakings, Annexures, and Proformas** as applicable as part of Bid.

5.0 BID FORM: The bidder shall complete the Bid Form and upload the same along with their Technical bid.

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BEC-BRC of the tender documents.

8.0 BID SECURITY:

8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 8.8.

8.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the “Forwarding Letter” of the tender documents:

a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-V**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist.-Dibrugarh
d	Bank Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.

c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.

d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 8.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

f. 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.

Note:

- i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 9.0** below along with technical bid.
- ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. 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.
- 8.3** Any bid not secured in accordance with sub-clause 12.2 above shall be rejected by the Company as non-responsive.
- 8.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 8.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.
- 8.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 24.0 below is furnished.
- 8.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 8.8 The Bid Security may be forfeited:
- If the bidder withdraws the bid within its original / extended validity.
 - If the bidder modifies / revises their bid suo-moto within its original / extended validity.
 - If the bidder does not accept the contract.
 - If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
 - If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 8.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- 8.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 8.11 The Bank Guarantee issuing bank branch must ensure the following:
The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
- MT 760 / MT 760 COV for issuance of bank guarantee.
 - MT 760 / MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	Duliajan
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
H	SWIFT Code	ICICINBBXXX

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

a) MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) are eligible for exemption of Bid Security.

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

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

c) Documentation required to be submitted by MSEs: **Refer Clause No. 31.0 below.**

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 90 (Ninety) days from Bid Opening Date.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 9.0 above shall also be suitably extended. A Bidder may refuse the

request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

11.0 SIGNING & SUBMISSION OF BIDS:

11.1 Signing of bids:

11.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

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

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The Letter of Authority (as per **Proforma-C**) shall be indicated by written Power of Attorney accompanying the Bid.

11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.

11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2 Submission of bids:

The tender is processed under **SINGLE STAGE COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES on "one-bidder-one-truck" basis**. Bidder shall submit the Technical bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference / Technical

Specifications of the bid document. The Technical Bid should be uploaded in the **“Technical Attachment”** Tab Page only. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing / Opening date & Time along with the bidder’s name and should be submitted to CGM-Contracts (HoD), Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a. Printed catalogue and literature if called for in the bid document.
- b. Any other document required to be submitted in original as per bid document.

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

- 11.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **Proforma-B** of the bid document and the same should be uploaded along with the Technical Bid.
- 11.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.
- 11.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 12.2 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.
- 12.3 The documents in physical form as stated in **Para 11.2** must be received by Company at the address specified in the “Forwarding Letter” on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

15.0 EXTENSION OF BID SUBMISSION DATE:

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

16.0 BID OPENING AND EVALUATION:

- 16.1 Company will open the Bids, including submission made pursuant to Clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-D**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 16.2 In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Technical bid is uploaded in the "Technical Attachments" Tab only and no price should be mentioned anywhere under the Technical Attachments.
- 16.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next full working day and time.
- 16.4 Bids which have been withdrawn pursuant to Clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 16.6 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. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid 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 Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 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.
- 16.9 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.

17.0 OPENING OF PRICED BIDS: Not Applicable.

18.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per BEC-BRC of the Tender Documents

18.1 DISCOUNTS / REBATES: Not Applicable

19.0 CONTACTING THE COMPANY:

- 19.1 Except as otherwise provided in **Clause 16.0** 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 16.6**.
- 19.2 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.

20.0 AWARD CRITERIA:

The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

21.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

22.0 **NOTIFICATION OF AWARD:**

22.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail that its bid has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

22.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 23.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 8.0 hereinabove.

23.0 PERFORMANCE SECURITY DEPOSIT: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within **15 (fifteen) days** from the date of issue of Letter of Award (LOA).

23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-F**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **Proforma-G**) must also be submitted along with the original BG.

b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of **"Oil India Limited"** payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited in the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist.-Dibrugarh
d	Bank Account No.	10494832599
e	Type of Account	Current Account

f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

iii. If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/ Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt / Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.

23.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

23.3 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per 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.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary		
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
G	Swift Code	ICICINBBXXX

- 23.4 This Performance Security must be valid for **03 (three) months** after the date of expiry of the contract period / defect liability period (if any). 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.
- 23.5 The Performance Security Deposit will be refunded to the Contractor after **03 (three) months** of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), 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.

24.0 SIGNING OF CONTRACT:

- 24.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 24.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 24.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Action shall be taken as per OIL's Banning Policy.

- 25.0 CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

26.0 MOBILIZATION AND ADVANCE PAYMENT (NOT APPLICABLE FOR THIS TENDER):

- 26.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery / refund.
- 26.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 26.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

27.0 GOODS AND SERVICES TAX:

- 27.1 In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect

taxes and duties have been submerged in **GST**. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

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

- 27.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

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

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

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

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

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

- 27.5 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.
- 27.6 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.
- 27.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 27.8 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 GST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 27.9 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.

- 27.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 27.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 27.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

28.0 INTEGRITY PACT:

- 28.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Appendix-I** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.
- 28.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 28.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- 28.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Shri Dr. Tejendra Mohan Bhasin and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

The names of the OIL's Independent External Monitors at present are as under:

- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA Mobile No.: 8017017878, E-mail IDs: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in

- b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail ID: tmmbhasin@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail ID: Ops2020@rediffmail.com

29.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

31.0 DOCUMENTS REQUIRED TO BE SUBMITTED BY MSE BIDDERS:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191** dated **26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649** dated **16.06.2021** and **No. CG-DL-E-19012022-232763** dated **19.01.2022** and **CG-DL-E-06052022-235600** dated **06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

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

PART-2

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

1.0 GENERAL CONFORMITY:

The bid shall conform generally to the specifications and terms & conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specification (Part-3) of this tender. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as nonresponsive and rejected. All the documents related to BEC of the tender shall be submitted along with the Technical Bid.

2.0 TECHNICAL CRITERIA:

2.1 Bidders need to submit duly filled in Application formats, Annexures & other relevant Proformas as mentioned in the tender document. Bids will be rejected on the following grounds:

a) On non-receipt of duly filled up **Annexure-A**, Details of truck offered (**Annexure-B**) and a declaration in the form of court affidavit (in original) as per enclosed format as in **Annexure-C**.

b) On non-receipt of properly filled up joint declaration as per enclosed format in **Annexure-D** in the form of court affidavit (in original) in case the bidder is a dependent son/daughter of OIL employee in service.

c) If the bidder happens to be an OIL Employee in service or employee in service of any other PSU/Government / Quasi Government or Semi Government Organisation.

2.2 In case offered vehicle is running under any contract of Oil India Limited (OIL) or any organization, the bidder must submit a **No Objection Certificate (NOC)** to participate against this tender from the controlling department of OIL or the concerned organization whichever is applicable declaring/confirming that, the offered vehicle can be placed for OIL's services in case of award of contract by OIL in the Tender No. CDT3640P24.

2.3 The offered Truck shall meet the following brief requirements:

a) The offered Truck by the bidder must be registered in the name of the bidder as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India as on the bid closing date of this tender.

b) The offered vehicle by the bidder shall be a Truck of 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than 16,200 Kg & Wheelbase not less than 4200 mm.

c) The vehicle Chassis of the offered Truck shall be manufactured on or after **01.01.2017**.

Documentary evidences to BEC Clause 2.3 above & its notes:

The bidder shall submit (upload) the following documentary evidences in support of above along with Un-priced Techno- Commercial Bid:

(a) Copy of Registration Certificate of the offered Truck issued by DTO/RTO/RTA.

Note: In case the offered Truck is not running under existing contract of Oil India Limited (OIL) as on the bid closing date of this tender, the Truck shall be registered & mentioned as Truck in the Registration Certificate. Otherwise, the bid shall be liable for rejection.

(b) Copy of Sale Certificate Form-21 of the vehicle issued by the vehicle chassis manufacturer or their dealer as per Central Motor Vehicle Rules /Motor Vehicle Act of India.

In absence of the above-mentioned Form-21, the bidder shall submit a letter issued by the vehicle chassis manufacturer (i.e Tata Motors / Ashok Leyland / Eicher Motors etc. as the case may be) showing details of vehicle chassis number along with its month & year of manufacture etc.

Notes:

a. In case the bidder submits “Disclaimer” of the offered Truck issued from vahan/parivahan portal instead of the Registration Certificate, the “Disclaimer” shall be duly certified by the respective DTO/RTO/RTA office.

b. In case the address of the bidder in the Registration Certificate of the offered Truck does not match with the address of the bidder submitted to Oil India Limited (as per Vendor Code of the bidder with OIL or registered with OIL), the bidder shall have to submit a declaration in the form of a Notarised Affidavit (as per format in **Annexure-G**) declaring that the bidder is the same entity with the different addresses as mentioned by the bidder.

c. Oil India Limited reserves the right to reject the offer on account of ambiguity etc. in the supporting documents submitted by the bidder.

2.4 The bidder will have to submit a declaration as per enclosed format in **Annexure-E** confirming that the offered Truck will be placed for OIL’s services as per the specifications/requirements of Oil India Limited mentioned in Part-3 Section-III Special Conditions (SCC) of the tender within 30 days from the date of issuance of LOA by OIL or as per the date mentioned in the LOA by OIL.

2.5 Eligible offers of Truck(s) running under existing contracts of Oil India Limited (OIL) as on the bid closing date of this tender will also be accepted subject to submission of No Objection Certificate (NOC) to participate against this tender from the controlling department of OIL and meeting the tender specifications. Such Truck(s), if selected for award of contract, OIL reserves the right to rearrange the placement dates of the Trucks as may be necessary.

3.0 **COMMERCIAL CRITERIA:**

- 3.1 Bidder(s) must agree to offer the service clearly and strictly in accordance with the Rates/Price schedules outlined in **Part-3, Section-II (SOQ)** and as per the terms & conditions of the tender; otherwise, the Bid will be summarily rejected.
- 3.2 Bids received through OIL's e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.3 Bids submitted after the Bid Closing Date and Time will be rejected.
- 3.4 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.
- 3.5 Bid Security for an amount Rs. **3,28,000.00** (Rupees Three Lakhs and Twenty-Eight Thousand only) shall be furnished as a part of Un-priced Techno-Commercial Bid. Bid security must be submitted in the manner mentioned in this Tender. Bid security amount in any other mode/manner will not be acceptable. Any bid not accompanied by a proper bid security will be rejected. The Bank Guarantee/Bid Security original has to be submitted by the Bidder in the Office of CGM (Contracts) before 12:45 Hour (IST) of the Bid Closing date; otherwise, the Bid (offer) will be summarily rejected.

Any Bid accompanied by bid security with (i) validity shorter than 120 days from the date of original bid closing (in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 120 days from the date of original bid closing.

- 3.6 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 3.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 3.8 Bid should be valid for a period of **90 (Ninety)** days from the Bid opening date. Bids with shorter validity shall be rejected as being non-responsive.
- 3.9 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected:
- (i) Firm price
 - (ii) EMD/Bid Security/ Bid Bond
 - (iii) Period of validity of Bid
 - (iv) Price Schedule
 - (v) Performance Bank Guarantee / Security deposit
 - (vi) Insurance Clause
 - (vii) Scope of work
 - (viii) Taxes Clause
 - (ix) Liquidated Damages clause

- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Termination Clause
- (xv) Integrity Pact
- (xvi) Liability Clause

- 3.10 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Appendix-I (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.
- 3.11 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner of sole proprietary will be rejected.
- 3.12 Bid received without attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" in case bid is submitted in the name of partnership firm will be rejected.
- 3.13 In case the bid closing date happens to be a bandh/holiday, the same will be deferred to the same time of the next working day (except Saturday).

4.0 **AWARD OF CONTRACT:**

- 4.1 Contracts will be awarded to the successful bidders on "**one-bidder-one-truck**" basis at Company (OIL) offered rates as per the priority number decided through Draw-of-Lots (Lottery) and subject to meeting the BRC/BEC of the tender.

One bidder can offer a maximum of one Truck only. For evaluation, no preference shall be given to the date/month/year of manufacture of the vehicles or the date of registration of the vehicles. All the acceptable Trucks shall be considered at par. Priority number shall be decided through Draw-of-Lots (Lottery) and as mentioned above.

Oil India Limited (OIL) may either conduct the Draw-of-Lots (Lottery) after scrutiny of bids or before scrutiny of bids, which shall be binding on the part of the bidder.

4.2 **In case Draw-of-Lots (Lottery) after scrutiny of bids:**

OIL may conduct the Draw-of-Lots (Lottery) after scrutiny of the bids. For the purpose of such Draw-of-Lots (Lottery), a list of all the acceptable Trucks

assigning serial numbers shall be displayed in the notice board before holding of the Draw-of-Lots (Lottery). In case number of acceptable trucks offered are more than the requirement, Draw-of-Lots (Lottery) will be held to shortlist 93 (Ninety-Three) numbers of Truck only including 35 (thirty-five) Nos. in the waiting list.

4.3 In case Draw-of-Lots (Lottery) before scrutiny of bids:

OIL may also conduct the Draw-of-Lots (Lottery) before scrutiny of the bids. For the purpose of such Draw-of-Lots (Lottery), a list of all the Trucks assigning serial numbers shall be displayed in the notice board before holding of the Draw-of-Lots (Lottery). The shortlisted Trucks through Draw-of-Lots (Lottery) shall then be scrutinised for acceptance/rejection as per the tender criteria. In the event, techno commercially acceptable bidders are less than the Company's requirement from the first Draw-of-Lots (Lottery), then the balance requirement shall be shortlisted through a second Draw-of-Lots (Lottery) without considering the already shortlisted Trucks. Subsequent, Draw-of-Lots (Lottery) in the above manner shall be conducted till the requirement of techno commercially acceptable bidders is exhausted to shortlist a total of 93 (Ninety-Three) numbers of Truck only including 35 (thirty-five) Nos. in the waiting list. OIL reserves the right to shortlist the appropriate Nos. of bidders in the Draw-of-Lots (Lottery). Priority list may be rearranged based on the acceptance/rejection of offer/Truck as per the tender criteria.

- 4.4 Priority list will be made for the individual Truck through Draw-of-Lots (Lottery) and as mentioned in above. The total number of bidders to be shortlisted through Draw-of-Lots (Lottery) may change at sole discretion of OIL.
- 4.5 Successful bidders will be issued "Letter of Award" (LOA) in order of priority list & as mentioned in above so as to hire as many Nos. of Trucks to meet Company's requirement. Remaining parties (Priority nos. 59 to 93) will be kept in a waiting list for a period of 01(one) year from the date of lottery for any future requirement (if any). OIL reserves the right to rearrange the placement date of Truck(s) as may be necessary.
- 4.6 The total Trucks to be hired under this tender may increase depending upon future requirement, if any.
- 4.7 Mere keeping the bidder(s) in the waiting list, shall not guarantee for award of contract and/or for all the offered number of vehicle(s).
- 4.8 No preference shall be applicable against this tender for MSE and PPLC bidders since the tender is floated with rates offered by OIL.

5.0 GENERAL:

- 5.1 Bidder(s) must note that the 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.

- 5.2 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.
- 5.3 In case bidder takes exception to any clause of tender 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 the company. The loading so done by the Company will be final and binding on the bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.
- 5.4 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 5.5 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 5.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for failing which the offer of such bidder(s) shall be considered non-responsive and shall be rejected.
- 6.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

PART-3
(Section-I)
GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK/SERVICE:

Hiring of transport services of **58 Nos.** of readily available Truck built on 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than **16200 Kg, Make & Model: Tata LPT 1615 42WB or any other equivalent make & model of Truck, manufactured on or after 01.01.2017**, as per tender specifications and with all standard fittings & accessories, to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 04 (four) years on '**One-Bidder-One-Truck**' basis.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES

In this contract, unless the context otherwise requires:

- 1.1 **"AGREEMENT"** means this service agreement.
- 1.2 **"AREA OF OPERATIONS"** means the Company's oilfield operations in the States of Assam and Arunachal Pradesh.
- 1.3 **"BASE STATION"** means the station as set out in Part-3, Section-II (SOQ) hereof where the vehicle(s) / equipment shall be permanently based, (i.e. based for minimum period of 10 (Ten) days at a stretch) which may be changed at the discretion of the Company.
- 1.4 **"BID OPENING DATE"** means the date on which the Tender was opened by the Company against the finalisation of this agreement.
- 1.5 **"BREACH OF CONTRACTUAL OBLIGATION"** means amongst others also the following:
- i) Carriage of unauthorised passengers by the Contractor while under this agreement with the Company.
 - ii) Unauthorised use of the vehicle(s)/equipment when released to the Contractor for undertaking its deployment for any other business purpose.
 - iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and;
 - iv) Failure of the Contractor to place the vehicle(s) for inspection as and when directed by Company's Engineer.
 - v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.

- vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.
- 1.6 **"COMPANY"** means Oil India Limited.
- 1.7 **"COMMENCEMENT OF SERVICE"** means the date of placement of the first vehicle / equipment under this Agreement.
- 1.8 **"COMPANY ENGINEER"** means the following:
- i) CGM-Logistics or his nominee in case of the following events:
 - a) Initial and subsequent inspection of vehicle(s)/equipment;
 - b) Scrutiny of documents regarding Contractor's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc;
 - c) Initial placement of vehicle(s)/equipment with a user department
or
Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
 - d) Release of vehicle(s)/equipment upon conclusion of this agreement;
 - e) Assessment of time to be allowed for repairs in case of accident;
 - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition
or
Unruly behaviour of the crew or repeated defaults by the Contractor; and
 - g) Instruct Contractor to replace by more suitable hand of Driver(s)/crew engaged for operating the vehicle/equipment.
 - ii) The Head of the user department or his/her nominee in case of the following:
 - a) Normal day-to-day operation of service after placement under the respective department;
 - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling
 - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
 - d) Allotment of daily duties and timings for reporting and release;
 - e) Certification of daily log sheets;
 - f) Authentication of monthly statement-cum-bill
 - g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.
 - iii) CGM-Contracts in case of the following events:
 - a) Release/forfeiture of Security Deposit/Earnest Money (Bid Security);
 - a. Any dispute under this Agreement as to the Contractor's obligations or otherwise;
 - b) Determination of instances of shut down or standby due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Contractor.
- 1.9 **CREW:** Means Supervisors, Operators, Drives, Handymen/ Helper(s)/Jugalees attached to the vehicle(s)/equipment, as defined in the **Clause: 1.13, 4.10.**
- 1.10 **"DUE DATE OF PLACEMENT"** means the date stipulated in Clause No.6, Part-3, Section-II (SOQ) hereof.
- 1.11 **"DETERIORATED CONDITION OF VEHICLE/EQUIPMENT"** means any vehicle(s) / equipment found not acceptable to Company's Engineer after

mechanical inspection or/and vehicle(s) / equipment found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s)/equipment which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer/user department as being unfit.

- 1.12 **"DAILY LOG BOOK/ DUTY SLIP "** means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of this Agreement.
- 1.13 **"DRIVER / OPERATOR"** means an individual including owner of the vehicle who chooses to drive the vehicle, possessing sound mental and physical health, who is in possession of an appropriate valid professional Driving License issued by the Regional Transport Authority, who is driving vehicle under the Contract.
- 1.14(A) **"DEFAULT"** means any of the following commissions or omissions by the Contractor or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations:-
- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
 - b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
 - c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
 - d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
 - e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
 - f) Non-supply of fuel;
 - g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and / or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;
 - h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer;
 - i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
 - j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
 - k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
 - l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
 - m) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Contractor to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
 - n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

- o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;
 - p) Non-availability of services due to unauthorized/lightening strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- 1.14(B) In case of Default not leading to shutdown, the Company's Engineer shall notify the Contractor to remedy the defect within reasonable time and till such defect is remedied, if necessary the vehicle(s)/equipment shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.
- 1.15 **"FIXED CHARGE PER MONTH"** means fixed charge mentioned under Part-3, Section-II (SOQ) hereof which will be inclusive of depreciation, all applicable taxes & duties (but excluding GST) as applicable, insurances and wages of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew exclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, annual leave etc. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty at a stationary place when there is no km run. Fixed Charge per Month is exclusive of PF, ESI, Cost of Uniform, GPAP and any other reimbursable charge/payment as mentioned in the Memorandum of Settlement (MoS) dated 22nd July 2022.
- 1.16 **"HOLIDAY"** means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Contractor would be required to give to his/her Crew as per the aforesaid Act.
- 1.17 **"NORMAL HOURS/TIMINGS OF DUTY"** means the duty hours, which may be stipulated or instructed by the Company's Engineer.
- 1.18 **"HANDIMEN/HELPER/JUGALEE"** means such crew engaged by the Contractor and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.
- 1.19 **"INSPECTION"** means initial inspection and inspection carried out as and when desired by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.
- 1.20 **"INSURANCE"** means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.
- 1.21 **"LICENCE AND PERMITS"** means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:-

- a) Professional driving license(s) for the driver(s)/Operator(s);
- b) Registration Book(s) with endorsement of Road Tax;
- c) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required;
- d) Road permits;
- e) Fitness certificate
- f) Inner line permit(s) for Arunachal Pradesh.;
- g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;
- h) Any other as required under law in force;
- i) Pollution under control certificate

- 1.22(a) "**LIQUIDATED DAMAGES**" means pro-rata fixed charge per hour rate payable by the Contractor in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.
- 1.22(b) "**SPECIAL LIQUIDATED DAMAGES**" means the amount payable by the Contractor in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata 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.
- 1.23 "**LEAVE**" means Annual Leave to be granted to the Crew who are employees of the Contractor as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.
- 1.24 "**MONTHLY KILOMETREAGE STATEMENT CUM BILL**" means the format specified by the Company.
- 1.25 "**HELPER/MAZDOOR**" means an unskilled labourer employed by the Contractor who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.
- 1.26(a) "**PRO-RATA FIXED CHARGE PER DAY**" means the Fixed Charge per month as per Item No.10 of Para 11.0 ,Part-3. Section-II(SOQ), divided by 30(Thirty) days.
- 1.26(b) "**PRO-RATA FIXED CHARGE PER HOUR**" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty Four) hours.
- 1.27 "**PENALTY**" means the amount payable by the Contractor in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.
- 1.28 "**REGISTRATION**" means the vehicle(s)/equipment 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.

- 1.29 **"RUNNING CHARGE PER KILOMETER"** means the rates stipulated in Item No. 20 of Para 11.0 Part-3, Section-II (SOQ) hereof and shall be deemed to include all the expenditures of the Contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.
- 1.30 **"STIPULATED HOURS OF SERVICE PER DAY"** means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.
- 1.31 **"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 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.

- 1.32(a) **"SHUT DOWN"** means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14(A).
- 1.32(b) **"SHUT DOWN"** shall also mean the non-availability of the Transport service due to an accident.
- 1.33 **"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 Head of the User Department that the shutdown was due to maintenance of the vehicle(s)/equipment. This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall be applicable. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96 (Ninety Six) hrs in a space of 3(Three) months which the Contractor will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s)/equipment (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty Eight) hours' time or counted towards shutdown

which shall be allowed not more than 3(Three) instances in a calendar month.

ii) Re-fuelling time for the vehicle(s)/equipment stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s)/equipment stationed at other base station the time and kms will be determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the vehicle(s)/equipment is/are more than 3500(Three Thousand Five Hundred) Km/month, the Head of the user department will determine the additional no. of re-fuelling required. This Kilometer and time will not be charged to the Contractor.

1.34 "**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.

1.35(a) "**TAXES AND DUTIES**" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee for vehicle(s)/equipment 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.

1.35(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.

1.36 Substantial control of the vehicles hired against this tender / contract will rest with the contractors.

2.0 **DESCRIPTION OF WORK:**

2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-3, Section-II (SOQ) hereof which Part-3, Section-II (SOQ) forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Part-3, Section-III (SCC) hereof which Part-3, Section-III (SCC) also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

2.2 Contractor shall provide the transport service with vehicle(s)/equipment as determined in Part-3, Section-II(SOQ) hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a

continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

- 2.3 The rates agreed/accepted by the Contractor as set-out in Part-II(SOQ) hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Part-II (SOQ) hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.
- 2.4 The Contractor shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.
- 2.5 The Contractor shall hereby undertake to pay to his/her (Crew/Staff), applicable minimum wages payable under the Minimum Wages Act, 1948 or as per MoS dated 14.01.2014, whichever applicable, to the Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the currency of this Agreement. He/She further undertakes to pay all his/her operating staff, if any, working under this Agreement the due wages in time including any arrears of wages which may arise due to escalation of applicable minimum wages by the Central Government or due to revision of the said MoS.

3.0 **MANNER OF CONDUCTING WORK:**

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

4.0 **OBLIGATIONS OF THE CONTRACTOR:**

- 4.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.
- 4.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s)/equipment or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.
- 4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered

under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

- 4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.
- 4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 4.6 The Contractor shall ensure that the vehicle(s)/equipment 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 and binding.
- 4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Contractor. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Contractor shall be obliged to accept such changes.
- 4.8(a) The Contractor will park the vehicle(s)/equipment 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 breach of Contract.
- 4.8(b) The supplier/ contractor has to declare a parking yard for the Buses he/she runs under Company's agreement within a radius of not more than 02(two) Kms from Shift Bus Terminal for Duliajan / Industrial Gate of other base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

- 4.9 The Contractor must place the vehicle(s)/equipment 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 unauthorized release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.
- 4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.
- 4.11 The Contractor shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.
- 4.12 The Contractor should ensure that the Driver(s)/Helpers/Jugalees/Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Contractor.
- 4.13 The Contractor must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.
- 4.14 The Contractor shall undertake only journeys authorized by the Company's Engineer. Any unauthorized journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.
- 4.15 The Contractor would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.
- 4.16 The Contractor shall indemnify the Company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 4.17 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like 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.
- 5.0 **PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR: -**

- 5.1 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.
- 5.2 The vehicle(s)/equipment described/set out in Part-II hereof must be equipped with all standard fittings, accessories, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Acts, 1988.
- 5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.
- 5.4 The Operators / Driver(s) must possess valid and relevant professional licenses.
- 5.5 The vehicle(s)/equipment must be registered with the DTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's Engineer in this regard as and when required by him.
- 5.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.
- 5.7 The Contractor must ensure timely renewals of all licenses and permits and certificates within the due dates.
- 5.8 The Contractor shall provide at his/her own cost the accommodation/housing for the crew members, sheds for repairing and servicing of vehicle(s)/equipment, land/garages for parking of the vehicle(s)/equipment (wherever applicable) in and around the base station. Further, drinking water facility and provision of rest room etc and other welfare facilities as per Contract Labour (Regulation & Abolition) Act, 1970 are to be provided to his/her crew members wherever applicable.
- 5.9 During the course of the day-to-day operations, the vehicle(s)/equipment may be required to ford or ferried through various rivers. The Contractor will not object to such crossing and shall not be entitled to any additional charges.
- 5.10 The vehicle(s)/equipment must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.
- 5.11(a) Speedometer and kilometreage gauge 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 Company approved KM based on reece report, well index or GPS record will be considered. The Company's decision in this regard shall be final and binding on the Contractor.
- 5.11(b) Monthly payments shall accordingly be regulated according to the corrected readings.
- 5.12 The Contractor or his/her employees deployed under this Contract must observe the security and safety rules of the Company as mentioned in Part-IV (Safety Measures) when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security/safety

considerations must be replaced by the Contractor. In case the Contractor/owner of the vehicle is the driver of the Vehicle and indulges in such non-compliance of HSE laws as required company will have the right for directing the contractor/owner to take action to comply with the requirements, and for further non-compliance, the contractor/owner will be penalized prevailing relevant Acts/Rules/Regulations

- 5.13 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/her own cost.
- 5.14 The Contractor shall not refuse the vehicle(s)/equipment to be driven by the Company's operator / driver(s) / officer(s) in case of emergency when Contractor's operator / driver(s) is/are not available for any reason.
- 5.15 The Contractor shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.
- 5.16 **"OIL INDIA LIMITED" / "ON OIL INDIA LIMITED DUTY"** must be painted prominently in the wind glass frame and number plate of all vehicles.
- 5.17 The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorized representative(s) who will be overall in charge of the Contractor's organization to carry out its obligations including preparation of bills, receipts of cheques etc.
- 5.18 The Contractor or his representative(s) shall report every day to the Logistics/User Department of the Company for receiving instruction for duties of equipment / vehicle allotted for the day-to day operations.
- 5.19 The Contractor must furnish to the Company upon initial placement of the equipment / vehicle(s), the name(s) of the Operators, Supervisor(s), Driver(s), Handymen, Helper(s), crew as may be applicable together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).

6.0 RIGHTS OF COMPANY'S ENGINEER:

- 6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer. The vehicle on company duty will be Tested/Inspected by company engineer as and when required.
- 6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.
- 6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Contractor to the satisfaction of the Company's Engineer.

6.4 The Company's Engineer shall have power amongst others as follows:-

- a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;
- b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Contractor to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and order the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Contractor to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Contractor's works.
- g) Instruct the Contractor to utilize the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorized journeys to specified destination(s) and carry the authorized passengers or goods as the case may be.
- i) Instruct the Contractor to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment / vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorized representative. Such inspection/ test carried out by the Company shall be at the Contractor's cost and risk.
- k) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- l) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which the defects as aforesaid which have been detected upon inspection/test periodically by the Company which have remained unrectified.
- m) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- n) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- o) Instruct the Contractor to furnish the names of all operator, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

- 6.5 The Contractor would at all times obey the instructions of the Company's Engineer and ensure compliance of the above-mentioned orders and instructions.
- 7.0 **SECURITY DEPOSIT:**
- 7.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 7.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
- 7.3 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- Full address. Branch Code.
Code Nos. of the authorized signatory with full name and designation.
Phone Nos., Fax Nos., E-mail address.
- 7.4 The CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 7.5 The Performance Security shall be denominated in the currency of the contract.
- 7.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 7.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 7.8 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 7.9 Failure of the successful Bidder to comply with the requirements of clause No. **7.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Bidding Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

7.10 The Security Deposit shall also be forfeited in case of the occurrence of the following events as well:-

a) In case of non-placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.

b) In case of any event occurring as envisaged in clause No.8.1 hereof; and/or

c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;

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

7.11 In the event of an occurrence as envisaged in clause No.7.10 (b) & (c), the Contractor will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

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

8.1 The Contractor shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down, the Contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Contractor's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

- 8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, MVI(Motor Vehicle Inspector) report and copy of garage certificate (in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by CGM-Logistics. Company has the right to inspect/cross check such declaration by physical verification/test run etc. If satisfied with the documents submitted, CGM-Logistics shall waive the liquidated damage and his decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of:-
- (i) Accidents caused by rough/rash driving or because of negligence of the driver.
 - (ii) Where a FIR is lodged by a third party and services of the vehicle(s)/ equipment(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.
- 8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's CGM-Logistics which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges. Before placement of the vehicle on Company's duty after accident/any mishap etc. an Inspection/Test of the vehicle will be carried out for road worthiness.
- 8.3(c) In case of Bundhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation. It is to be clearly understood that 48(Forty Eight) hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

9.0 **TERMINATION:**

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

- 9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this Agreement in whole or in part if the Contractor fails to perform any of his/her obligations under this agreement or if the Contractor does not cure his/her

failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.

- 9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 9.3 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.
- 9.4 The Company may send written notice to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 45(Forty Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.
- 9.5 In case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated in the Contract/LOA, OIL shall have, without prejudice to any other rights of OIL, as provided in the contract, the right to terminate the Contract partially or fully with 30 (Thirty) days notice in writing. The Contractor shall not be entitled to any claim towards any damages or compensation whatsoever on account of such termination. In the event of termination of the contract, either partially or fully, Contractor shall be put on Holiday List as per the Banning Policy of OIL [available at www.oil-india.in].
- 9.6 **Termination due to change of ownership and 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/ vehicle, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 10.0(a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in Part-II (SOQ) of this Service Agreement. The above period shall be counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.
- 10.0(b) At the end of the month, the Contractor will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Contractor will also submit to the user department a certificate every month confirming compliance with the statutory requirement and in absence of the

said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Contractor.

- 10.0(c) Monthly 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 would have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.
- 10.0(d) A daily logbook/duty slip will be maintained. The Contractor or his/her authorised representative should collect the original and a copy of the daily logbook/duty slip has to be submitted with statement-cum-bill for claiming payment.

Apart from the above the contractor will be liable to maintain the following:

- (a) Register of Employees in Form A
- (b) Wage Register in Form B
- (c) Register of Loan/ recoveries in Form C
- (d) Attendance Register in Form D

Contractor will also be liable for issuance of employment card and wage slip in the prescribed format and also to provide proof of payment for certification by user department.

STATUTORY OBLIGATIONS OF CONTRACTOR:

- 11.0 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles 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.
- 12.0 **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), Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's equipment / vehicle(s) is/are or 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.

13.0 SETTLEMENT OF DISPUTES:

13.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1. 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:

2. 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.

3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4. 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
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. 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.

6. 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.

7. Parties agree and undertake 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.

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).

9. 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20%of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.

12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14. 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.

13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

13.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

13.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one month, subject to mutual agreement. The Place of OEC shall be either New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole

discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

13.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

14.0 LIABILITY & INDEMNITY:

- 14.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment / vehicle(s) or loss or damage to the property of the Contractor or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by willful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 14.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective how such injury, illness or death is caused by wilful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 14.3 Except as otherwise, expressly provided, neither the Contractor nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by wilful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 14.4 Neither the Contractor nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company,

irrespective of how such injury, illness or death is caused unless caused by wilful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

14.5 **INDEMNITY AGREEMENT:**

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

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

14.8 **INDEMNITY APPLICATION:**

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

14.9 **INSURANCE:**

The Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials equipment and vehicle(s) belonging to the Contractor or his/her contractors or sub-contractors during the currency of the agreement and shall provide certificates of such insurance.

15.0 **TAXES & LEVIES:**

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

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

16.0 **ASSIGNMENT:**

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

17.0 **SUB-CONTRACT:**

17.1 The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

18.0 **STATUTORY OBLIGATIONS:**

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

19.0 **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)."

20.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a bidder has furnished fraudulent information / documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

21.0 **LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/ MOBILISATION OF EQUIPMENTS/ VEHICLES AND/OR COMPLETION OF WORKS AND SERVICES:** Liquidated Damages will be applicable @0.5% of the contract value per week or part thereof, for delay in placement of vehicle(s)/ equipment for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of first year Contract value including mobilization cost, if any (for Hiring the services of Cranes) / 7.5% of estimated total contract value (for Hiring the services of vehicles / equipment other than Cranes).

22.0 **THEFT OF VEHICLE:**

(a) In the event that during the tenure of the contract(s), the vehicle is stolen and the same is authenticated with adequate proof of documentary evidence, no penalty shall be imposed during the period of unavailability of the vehicle on account of the same. Moreover, in case the vehicle is not recovered, the contractor(s) shall be given an option to place another vehicle of similar or equivalent category of stolen vehicle to complete the remaining contractual period under the existing contract with all rates, terms & conditions remaining firm & applicable.

22.0 (b) In case the contractor(s) is not agreeable or unable to provide another vehicle in lieu of the stolen vehicle to complete the remaining contractual period (to be intimated in writing by the contractor), the contract shall be short closed with no penalty for the remaining period and the security money may be released upon advice of the CGM-Logistics.

PART-3
Section-(II)
SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES (SOQ)

1.0 Description of Work/Service:

Hiring of transport services of **58 Nos.** of readily available Truck built on 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than **16200 Kg, Make & Model: Tata LPT 1615 42WB or any other equivalent make & model of Truck, manufactured on or after 01.01.2017**, as per tender specifications and with all standard fittings & accessories, to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 04 (four) years on **'One-Bidder-One-Truck'** basis.

2.0 Month & year of manufacture of Equipment/ Vehicle(s): Manufactured on or after **01.01.2017**.

3.0 Tenure of Agreement: 04 (four) year i.e 48 (Forty Eight) months from the date of placement of the vehicle.

4.0 Area of operations: OIL's operational areas in Assam and Arunachal Pradesh.

5.0 Tendered cost of fuel (HSD): Rs. **85.09** per Litre.

6.0 Mobilization Period: 30 (thirty) days from the date of issuance of LOA or as per the date mentioned in the LOA.

7.0 Periodic Inspection/test: a) On initial placement;
b) May be in every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of Agreement.

8.0 Normal hours/timings of duty/day: As may be stipulated by the Company's Engineer.

9.0 SCHEDULE OF SERVICE, UNITS & RATES:

Item No.	Description of Services	UOM	Rate per Unit (Rs.)
10	Fixed Charge per month per vehicle	Months	63,742.39
20	Running Charge per KM per Vehicle at HSD price of Rs. 85.09 per Litre	KM	27.99
30	Single Overtime (SOT) for Driver per hour (Beyond 8 th hour & up to 9 th hour)	HR	61.75
40	Single Overtime (SOT) for Helper per hour (Beyond 8 th hour & up to 9 th hour)	HR	51.25
50	Double Overtime (DOT) for Driver per hour (Beyond 9 th hour)	HR	164.00

60	Double Overtime (DOT) for Helper per hour (Beyond 9 th hour)	HR	136.00
70	Additional Helper Charge per Helper per Day	Day	629.32
80	Reliever Driver Charge per Day	Day	770.64
90	Reliever Helper Charge per Day	Day	629.32

10.1 Amongst others, the above Fixed Charge per month is inclusive of the following:

A	Vehicle for 24 hours with services of the Driver and 01(one) number of Helper for 08(eight) hours normal duty every day throughout the month. The fixed charge per month is inclusive of wages etc., special expensive allowance, bonus of regular Driver and 1 No. of regular Helper. The wages etc., special expensive allowance, bonus of regular Driver and 1 No. of regular Helper are as per Memorandum of Settlement (MoS) dated 22 nd July 2022 & minimum wage as notified by Govt. of India.
B	Monthly wages of the regular Driver & regular 01 (One) No. Helper as per the rates mentioned in Para-11.0 below which also includes weekly rest day wages.

10.2 The above Fixed Charge per month is exclusive of the following:

A.	Fixed Charge per month is exclusive wages of the relief Driver & 1 No. of relief Helper for total 84 days each in a year on account of weekly rest days, leave and holidays etc. of the regular Driver & 1 No. of regular Helper as per the applicable Memorandum of Settlement (MoS) dated 22 nd July 2022.
B.	Contractor shall have to provide additional Helper(s) as & when required by the Company. Fixed charge per month is exclusive of this additional Helper charge.
C.	Fixed Charge per month is exclusive of PF, ESI, cost of uniform of the Driver & Helpers. PF, ESI, Cost of Uniform/safety items shall be reimbursed to the Contractor based on submission of documentary evidence by the Contractor as per requirement of Oil India Limited as per MoS dated 22.07.2022.
D.	Fixed Charge per month is exclusive of applicable GST. 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.

10.3 The offered Fixed Charge per month include all other liabilities including statutory liabilities except as mentioned above.

10.4 The Overtime rates for Regular Driver/Reliever Driver and Regular Helper/Reliever Helper/Additional helper per hour shall be guided as follows:

- a) The normal duty hours will be for 08(eight) hours every day.

b) For services beyond 8(eight) hours normal duty up to 9th (ninth) hour in a day, Overtime (OT) is payable at the ordinary rate of wages per hour (i.e. Single OT per hour) and for services availed beyond 9th (ninth) hour in a day, Overtime (OT) is payable at double the rate of wages per hour (i.e. Double OT per hour). The Overtime rates for the driver/helper/additional helpers shall be as per actual requirement and at the rates prevalent as per MOS dated 22.07.2022/minimum rates of wages notified by Govt. of India at the time of actual execution of work.

10.5 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.

11.0 The Bidder(s)/Contractor(s) shall have to pay monthly wages to his/ her/their crew engaged under this contract as per provisions of MOS dated 22.07.2022/minimum wages notified by Govt. of India. The applicable rates of wages are as below:

Daily Wage Rate	Monthly Wage Rate
<u>Regular Driver:</u> Daily wage Rs.770.64/- per day inclusive of Basic, VDA, special expensive allowance, bonus and wages for the weekly rest day. But, exclusive of PF & ESI.	Rs. 20,036.64/-
<u>Regular Helper:</u> Daily wage Rs.629.32/- per day inclusive of Basic, VDA, special expensive allowance, bonus and wages for the weekly rest day. But, exclusive of PF & ESI.	Rs. 16,362.32/-
<u>Reliever Driver/ Reliever Helper:</u> Daily wage Rs.770.64/- per day for Driver & daily wage Rs.629.32 per day for Helper on account of weekly rest days, leave and holidays etc. of the regular driver & regular helper, as per Memorandum of Settlement (MoS) dated 22 nd July 2022. But, exclusive of PF & ESI.	
<u>Additional Helper:</u> Daily wage Rs.629.32/- per day per Helper, as per OIL's requirement only. But, exclusive of PF & ESI.	
<u>Overtime:</u> Single Overtime (SOT) per hour (beyond 8 th hour & up to 9 th hour) & Double Overtime (DOT) per hour (beyond 9 th hour) for the regular Driver, reliver Driver, regular Helper, reliver Helper(s), Additional Helper(s) will be disbursed at the rates mentioned in Item No. 30, 40, 50 & 60 of Para- 9 above as the case may be.	

Note: The wage component in the above rates is based on Govt. of India notified wages and MoS dated 22.07.2022. Any revision in the Govt. of India notified rates will accordingly be considered during the pendency of the contract. **The rates of wages/overtime shall accordingly be revised /amended from time to time against such revision as notified by Govt. of India.**

12.0 The above 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) First Variation in the offered running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the tendered HSD price of **Rs.85.09 per Litre**. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. The variation in running charges will be calculated @ **Rs. 0.29/Km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price.

(b) Reimbursement, recovery on account of subsequent increase/decrease in Comprehensive Insurance, Road Tax, Fitness, Pollution, All Assam & Arunachal Pradesh permit Fees, any other taxes and duties will be allowed subject to satisfactory documentary evidence. For reimbursement/recovery of the above, the values of different parameters per month are given below:

Year	Comprehensive Insurance (Rs.)	Road Tax, Fitness, Pollution, Assam & Arunachal Pradesh Permit Fees. (Rs.)
2022	5037.06	1456.48
2023	5037.06	1456.48
2024	5037.06	1456.48
2025	5037.06	1456.48

13.0 The wages etc. due to the Driver(s) & Helper(s) as per provisions of applicable MOS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) (declarations as per format may be seen at the office of the CGM-Logistics) duly signed by both the contractor & Driver(s) & Helper(s) along with the monthly statement-cum-kilometerage bill of each subsequent month in support of payment of the wages to driver(s) as mentioned in Para-11.0,SOQ (Part-II) above.

PART- 3
(Section-III)
SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 The final agreement shall consist of General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-IV); Integrity Pact & related Annexures & Proformas.

2.0 Allocation of vehicle and the primary location of the vehicles as per priority no. of draw of lots (lottery) shall tentatively be as under:

Priority No.	Primary Location
No. 01 to No.13	Duliajan
No. 14	Manabhum, Arunachal Pradesh (Eastern Asset)
No. 15 to No.17	Moran (Western Asset)
No. 18	Hapjan OCS (Eastern Asset)
No.19	Makum OCS (Eastern Asset)
No.20	Digboi (Eastern Asset)
No.21	Barakuri/Baghjan (Eastern Asset)
No.22 to No.30	Duliajan
No.31 to No.33	Moran (Western Asset)
No.34	Salmari OCS
No.35	Tengakhat OCS
No.36	Dikom OCS
No.37	Kathaloni OCS
No.38	Kathalguri OCS
No.39	Jaipur OCS
No.40 to No. 58	Duliajan
No.59 to No.93	Waiting List. Primary Location shall be as per OIL's requirement.

2.1 The validity of the waiting list will be for a period of **01(one) year from the date of holding the lottery.**

2.2 However, Company reserves the right to place the vehicle at any place of Company's operational areas in Assam and Arunachal Pradesh for which the contractor shall have no objection whatsoever.

2.3 The hiring services of the trucks shall be for a period of 04 (four) years. However, Company deserves the right to extend the period of services by another 01 years, if required.

2.4 The Truck(s) will be used for the requirement of various field operations of OIL INDIA LIMITED (OIL), involving transfer of materials to various sites/installations and perform OIL authorized duty as and when required. To this effect the Contractor will have to obtain necessary Fitness, Permit etc. from appropriate government authority. Oil India Limited (OIL) shall not be responsible for not granting the Fitness, Permit etc. by the appropriate government authority for any reason whatsoever. Timely payment of Road Tax, initial & renewal of Insurance, Fitness, Permit, Pollution Certificate etc. are the responsibility of the contractor. The truck will be stationed at OIL's operational areas in Assam and Arunachal Pradesh. The driver/drivers of the truck/s must

possess professional driving license of HMV category & must have sufficient experience in that category. All the guidelines issued by State/Regional Transport Authority in respect of the truck/s, drivers/helpers etc. must be adhered / followed while performing the duties.

Without the up-to-date valid documents (like Motor Vehicle Tax, Insurance, Fitness Certificate, Permits, Pollution Certificate etc.) the Contractor will not be allowed to place the vehicle for OIL's services and the LOA(s) issued/contract awarded, if any, shall be liable for termination.

Timely maintenance & repairing/replacement of spares & fittings, accessories etc. of the vehicle are the responsibility of Contractor at his/her/their cost. The contractor shall supply all sorts of requirements like fuel, lubricants, oil, crews etc. at his/her/their cost for the vehicle to run the vehicle without any interruption. OIL shall have no responsibility or liability in this regard.

2.5 Truck Specifications: Bidder shall check the condition & suitability of their offered Truck prior to participating in this tender so that the offered Truck can be placed for the services of Oil India Limited as per requirements/specifications of Oil India Limited as mentioned below if selected for award of contract. Mere award of contract does not liable Oil India Limited to accept & place the awarded Truck in case the awarded Truck does not meet the requirements/specifications of Oil India Limited at the time of placement. If required, minor modification etc. may be carried out in the Truck at the sole risk & cost of the Contractor to meet the requirement/specifications of Oil India Limited prior to placement of the Truck for OIL's services. Oil India Limited (OIL) shall no way be held responsible for not granting the Fitness, Permit etc. by the appropriate government authority for any modification job etc. carried by the Contractor in the Truck.

The Truck shall meet the following specifications-

- a) The truck body, floor, doors, windows and seats etc. shall be of standard construction and shall be in sound mechanical condition at the time of inspection/placement of the truck as per stipulated specifications.
- b) The Truck shall have Gross Vehicle Weight not less than 16,200 Kg and Wheelbase not less than 4200 mm. Engine maximum power of the Truck as per the manufacturer..
- c) The Truck shall have total 06(six) Nos. of wheels i.e total 02(two) Nos. of Wheels at the front axle & total 04(four) Nos. of Wheels at the rear axle.
- d) Driver's Cabin:
 - i) The driver's cabin should be comfortable with proper ventilation and windows.
 - ii) The driver's cabin shall have driver seat, helper seat at front and a long bench type seat behind & parallel to the driver's seat to accommodate total 05(Five) Nos. of persons inside the cabin. The seats shall be comfortable. Trucks with driver's cabin without the bench type seat as specified shall not be acceptable. Truck with day cabin type driver's cabin shall not be acceptable.
 - iii) Separate doors for driver and helpers with easy footsteps shall be provided for entry of truck Driver & Helpers.
- e) Load body:

- i) The truck shall be provided with heavy duty wooden platform. The length & width of the platform shall be maximum as permitted for the offered Truck.
- ii) Hinged type openable dullahs (side decks) at rear and at the sides of the Truck loadbody shall be provided.
- iii) The side decks of the Truck shall be half side deck & shall be around 2.5 feet (approx.) to 3.5 feet (approx.) in height from the platform of the Truck.
- iv) Truck with High Side Deck Load Body [height of side decks (i.e dullahs) upto or more than the height of Driver's cabin from the Truck platform] and/or Punjab Body Truck will not be acceptable.
- v) Open body Truck (i.e without dullahs) will not be acceptable.
- f) Any other attachments:
 - i) Heavy-duty towing hook shall be fitted in the rear of the Truck.
 - ii) Suitable Vehicle Tracking System (VTS) shall be fitted in the Truck.
 - iii) Audio Alarm System shall be fitted in the Truck to sound when the Truck is put in Reverse Gear.
 - iv) Fog Lights shall be fitted in the Truck.
 - v) All standard fitments like Lights, Horn, Mirrors, Reflectors, Retroreflective Tape etc. and any other fitments/accessories as per Central Motor Vehicle Rules / Motor Vehicle Act of India.
 - vi) 01(one) No. of Tarpaulin shall be provided in the Truck to cover the load as & when required.
 - vii) Spare Wheel- 01 No.

3.0 The operating rates will be offered by Oil India Ltd and the offered fixed charges per month are subject to revision as per notification issued by Govt. of India in relation to wage revision to the Driver(s)/helper(s) engaged as notified by Govt. of India from time to time. Payment to driver(s)/helper(s) to be made in line with the MoS dtd.22.07.2022/Applicable MoS and as per the applicable minimum wages as notified by Ministry of Labour & Employment, Govt. of India, which shall also apply to this tender.

4.0 Regular due payments to the drivers(s)/ helper(s) is/are to be made by the contractor before expiry of the 10th day of every month as per THE PAYMENT OF WAGES ACT, 1936, irrespective of release monthly bill cum statement from the company.

5.0 An amount of Rs.6000/- (Rupees six thousand only)/ revised amount as per applicable MoS dated 22.07.2022 per annum per crew member, against uniform & safety shoes for each driver(s) and helper(s), excluding relief drivers and relief helpers, will be reimbursed on submission of proof of expenditure in original made against the same.

6.0 All terms and conditions of applicable MoS dated 22.07.2022 shall apply to this tender/contract.

7.0 Contracts will be awarded on the basis of "one-bidder-one-Truck" and the

award of contract will be done on the basis of Draw of Lots. No mutual transfer of base station i.e., Arunachal Pradesh / Digboi / Moran / Duliajan etc. will be entertained after the placement of the vehicle.

However, Company reserves the right to place the vehicles at any place of Company's operational areas in Assam and Arunachal Pradesh depending upon the operational exigencies.

8.0 Present requirement of vehicles under this tender is **58 Nos.** However, depending on Company's requirement more vehicles (type and primary location shall be as per Company's requirement) may be hired in future from the Priority List under this tender which shall remain **valid till 01 (one) year from the date of Draw of Lots.** However, Company reserves the right to extend the validity of the Priority List suitably.

9.0

i) The contractor should be personally present at the time of placement of the vehicle.
ii) The contractor must provide medical fitness certificate of the driver and the helpers from govt. recognized medical officer/govt. registered medical practitioner at the time of placement or during any change of the regular driver/ helper(s).

iii) In company's opinion, if a driver/helper is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he may not be issued any entry pass. In that event the contractor has to replace the driver/helper on getting advice from the company.

iv) The crew should always wear proper uniform while attending duties.

v) Only adult persons are to be employed by the Contractor.

vi) Contractor must provide dully filled up FORM-O (Annexure III) of Oil mines regulation act 2017 (Report of the medical examination of driver/ helper(s) under rule 29-B) at the time of placement.

vii) In case of any accident etc., the Contractor should liaise with the concerned Police Station and District Authority for the safety of his crew and the Vehicle and must inform in writing to the user department about the cause of accident etc. immediately.

10.0 Notwithstanding with any clause of the contract, it will be terminated on account any one of the following situation:-

a) Deteriorated mechanical condition of the vehicle.

b) Frequent shutdown due to non-availability of fuel etc.

c) During the currency of the contract, if it is found that the contractor submitted any false statement/ document in the application/ tender document.

d) The vehicle must be owned and registered in the name of the contractor as mentioned in the LOA during entire tenure of the contractual period including extension period, if any. Change of ownership of the vehicle at any time during the tenure of the contract period will lead to termination of the contract.

In case the address of the bidder in the Registration Certificate of the offered Truck does not match with the address of the bidder submitted to Oil India Limited (as per Vendor Code of the bidder with OIL or registered with OIL), the bidder shall have to submit a declaration in the form of a Notarised Affidavit (as per format in **Annexure-G**)

declaring that the bidder is the same entity with the different addresses as mentioned by the bidder.

11.0 The company reserves the right to change the base station of the vehicle operation whenever necessary.

12.0 Entry passes for OIL's protected areas will be issued by the company against written request from the contractor with full details, photograph etc. only for maximum 6(six) persons against one contract i.e., one for the driver and four nos. for 04 (four) helpers & one for the contractor or his authorized representative.

13.0 Reimbursement on account of subsequent increase in Road Tax/Insurance Fees/Fitness Fees/Pollution Under Control Fees/ Permit Fees over the amounts mentioned in the contract will be allowed subject to satisfactory documentary evidence. This reimbursement shall be claimed by the contractor within three months from the date of release of the vehicle and before release of Security Money (Performance Security) deposited (if any). Belated claims will not be entertained.

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

15.0 The vehicle should be fitted with all applicable standard fittings/accessories like audio reverse gear alarm, fog lights etc. Vehicle must be fitted with a suitable Vehicle Tracking System (VTS) which is to be maintained in active condition during the period of contract. The Contractor will submit the Monthly VTS Statement clearly showing Monthly Total KM Run of the vehicle along with the Monthly Kilometer Cum Bill Statement, as and when & if instructed by the Company's Engineer/Officer.

16.0 The driver(s)/ helper(s) engaged by the contractor should be of good character, discipline and in good health. If the driver(s)/helper(s) indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, while on company's duty, it will be the responsibility of the contractor to deal with such matter.

17.0 For the days or part thereof when the services envisaged under this agreement are disrupted due to default / shut down etc. clause nos. 1.27 and 1.32 of Part I of the agreement will be applicable.

18.0 Before engaging any driver(s)/helper(s) at the time of initial placement or subsequently, the driver's/ helper(s)'s name should be cleared by Logistics department for credentials etc.

19.0 Under no circumstances, the vehicle should carry out / involve in any unlawful activities / duties. In the event of any such case, the contractor will be held responsible for the consequences.

20.0 The Security Money deposited will be refunded to the contractor only after 03(three) months of satisfactory completion of works 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. If any lapse found such as pending driver/ helper(s) payments, withdrawal of vehicle before completion of contract period etc., PBG may not be released.

21.0 TERMS OF PAYMENT:

21.1 On receipt of the Monthly statement-cum-kilometer-age bill, the Company's Engineer/Office shall verify the same with Daily Log Book and forward the same after making adjustment as may be necessary to the Finance Department of the Company for Payment. The Bill submitted by the contractor must be accompanied with the following:

- (i) Daily Log Sheets in original for the month.
- (ii) Monthly kilometreage Statement-cum-bill.
- (iii) Wage Slip (Form XIX) of the driver(s) & helper(s) engaged for operation of Vehicle in the previous month.
- (iv) Proof of cashless transaction /payment made to the driver(s) and helper(s) in support of submitted wage.
- (v) Register of Loan and recoveries (Form C), if applicable.
- (vi) Form B (Wage register).
- (vii) Monthly attendance sheet of the driver(s)/helper(s) engaged by the contractor.
- (viii) GSTN Invoice (if applicable).
- (ix) Certificate every month as per Proforma - IV towards his/her compliance with the Statutory Acts.
- (x) PF & ESI related documents as applicable.
- (xi) Any other document, as required from time to time.

If required by Oil India Limited (OIL), all documentations related to monthly bill / payment shall be uploaded by the contractor in OIL's Vendor Invoice Management (VIM) portal for processing the payments.

21.2 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.

21.3 Payment of monthly bills, if undisputed, shall be made within 30(Thirty) days following the date of receipt of the same by the Company. The company shall within 30(Thirty) days of receipt of invoice notify the Contractor or 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.

21.4

(a) The payment declared should not be less than that of the rate(s) mentioned in MoS dated 22.07.2022/ Applicable MoS or as per Govt. minimum wage notification whichever is higher.

(b) The above declaration on payment of wages should be for the previous month only e.g., the declaration to be submitted along with the bill of May 2021 should be for the payment of wages for the month of April 2021.

21.5 The Contractor must submit the Labour Clearance Advice (LCA), as applicable, at the time of placement of the vehicle.

21.6 The Contractor is advised to comply with the mandatory requirement of seeding of Aadhaar Number with the UANs of applicable crew/members to facilitate filing of ECR of their employees/crew.

22.0

(a) Payment and disbursement of Wages by the Contractor:

i.) Contractor shall pay applicable minimum wages declared by the Central Government or wages as per the applicable MoS, as the case may be to the driver(s)/helper(s) engaged by him latest by 10th of every month.

ii.) Contractor shall disburse the monthly Salary/ Wages through electronic mode (cashless transaction) directly to the individual bank account of the driver(s)/helper(s) following Digital India Mission of the Government of India.

iii.) Contractor shall issue Wage Slip in Form XIX to the engaged driver(s)/helper(s) every month indicating wages paid and applicable deductions done such as PF, ESI, Advances etc.

(b) Forms and Registers to be maintained by the Contractor:

i.) Contractor shall maintain Wage Register in FORM B indicating the wage disbursed by the contractor.

ii.) Contractor shall maintain Register of Loan and Recoveries in Form C by the contractor.

23.0 The wages etc. due to the driver(s)/ helper(s) as per provisions of MoS dtd.22.07.2022, must be paid in full in time, as mentioned in the agreement through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) (declarations as per format may be seen at the office of the HoD (Contracts) or HoD (Logistics) duly signed by both the contractor & Driver(s)/Helper(s) along with the monthly statement-cum-kilometreage bill of each subsequent month in support of payment of the wages to driver(s)/ helper(s) as mentioned in Para-11 Part-II(SOQ).

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

i) Accept as final and daily logbook which must be signed on a daily basis by the Company's Authorized Personnel. Any deletions and/or over writings on the Daily Log Book must be avoided as far as practicable and if such deletions and over writings are incidenced, the same must be countersigned by the Company's Authorized Personnel, otherwise the Monthly kilometreage Statement-cum-bill shall not be accepted. Proforma-I (Daily Logbook) must be made out in duplicate of which second copy be retained by the Contractor for preparing the monthly kilometreage statement-cum-bill only at the end of each month.

ii) a) Prepare monthly kilometreage statement-cum-bill and submit the same to the Company's Authorized Personnel for verification within 05(Five) days following the last date of the month. The monthly kilometreage statement-cum-bill must be accompanied with a certificate every month as per Proforma - IV towards his/her compliance with the Statutory Acts affecting the operation of this Service Agreement. **The monthly bill should be claimed every month as mentioned. The contractor shall not be allowed to accumulate monthly bills. The Company shall be at liberty to not process belated monthly bills.**

ii) b) 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 Authorized Personnel, i.e. for Company duty only and should exclude for payment the following:

-Such kilometreage and time as may be involved on standby where kilometreage done for refueling is in excess of 5(Five) kms. Or time taken is more than 30(Thirty) minutes.

In case a vehicle is allocated for operation in Arunachal Pradesh, Company may have to supply fuel for the vehicle allocated against written request of the contractor and security money deposited for this purpose due to non-availability of public fuelling station in nearby area (within 5Km range). In the event of above, Company will not charge any additional amount over the prevailing fuel price.

-Such hours/days or part thereof as may be involved on standby per month where time taken for routine servicing and maintenance exceeds 48(Forty Eight) hours (2 days).

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

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

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

B) Deductions for liquidated damages & penalty for shut downs.

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

D) Adjustment of kilometreage and corrections as per Clause 5.11 of Part-I under General Terms and Conditions of Contract.

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

25.0 The Company reserves the right to extend the contract beyond four years at its own discretion, if required. In case of such extension, Fixed Charge per month shall be reduced by 10% for the period of 05th year extension, if any excluding the wage component and such extension shall be binding on part of the contractor.

26.0 Municipality Parking Fees, Airport Parking Fees, Railway Station Parking Fee, Toll Tax, if any, while on OIL's duty, as applicable, will be reimbursed subject to submission of requisite vouchers along with the monthly bills.

27.0 The contractor shall faithfully discharge his obligations under all applicable laws in respect of this contract as well as the motor vehicles act/rules etc. and keep the vehicle and the employee therein fully covered of all risks and accidents. The contractor shall engage as many numbers of drivers/ helpers as may be necessary to maintain uninterrupted supply of service of the vehicle for 8 hours daily or if necessary beyond the said period for seven days a week.

28.0 Any damages to the vehicle due to public nuisance while on company duty in case of bandh/blockade etc. shall be informed to the User Department immediately and any claim in this regard preferably be submitted within 02(two) months from the date of incident. Belated claim may not be entertained for settlement for whatever the reasons thereof. Company's Engineer or any other person authorized on his / her behalf by the Company, shall have the right to decide upon any such claim on the facts and circumstances, which shall be binding upon the Contractor.

29.0 Contractor shall have to submit details with his / her coloured photograph as per format in Annexure-A.

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

31.0 Terms of Settlement of Memorandum of Settlement (MoS) dated 22nd July 2022:

The contractor shall have to comply the terms of settlements of Memorandum of Settlement (MoS) dated 22nd July 2022, arrived in course of conciliation proceedings under Section 18(3) of The Industrial Disputes Act, 1947 (read with Section 2(P) & 12(3) of the ID Act, 1947) between OTOA (Oil Transport Owners' Association) and MWU

(Motor Workers Union) before the Regional Labour Commissioner (Central), Dibrugarh and the Conciliation Officer under The Industrial Disputes Act, 1947 with Oil India Limited as witness in respect of the Helpers, Drivers & Operators engaged in transport services contracts running in Field Head Quarters, Duliajan.

Salient conditions of Terms of Settlement of the MoS dated 22nd July 2022

1. The daily rate of wages shall be as per the minimum wages by the Central Government Authorities, Ministry of Labour & Employment for the Scheduled Employment of Construction or Maintenance of roads or runways or in building operations with effect from 01.01.2021 and will be revised as and when notified and published by the Government of India. Further, in the event of any amendment/change in law, etc., the same shall be implemented as per Central Government Notifications.
2. The category of contract labours (motor workers) will be as under:
 - a. Unskilled: Helpers (Bus, Ambulance and all LMV).
 - b. **Semi Skilled:** Helpers (Crane, Tractor, Trailers, **Trucks**, Bowsers & Tankers).
 - c. Skilled: LMV/**HMV Drivers** (Small vehicles, Bus, Bowsers, **Trucks**).
 - d. Highly Skilled: Operators (Crane, Tractors, Trailers and other similar equipment.)
3. **Special Expenses Allowance:**

Additional amount will be paid as "Special Expenses Allowance" per day over and above the notified minimum wages based on actual attendance, for the periods as shown under:

01.01.2021 till 31.12.2025		01.01.2026 till 31.12.2030	
Unskilled	Rs.40/- per day.	Unskilled	Rs.60/- per day.
Semi Skilled:	Rs.40/- per day.	Semi Skilled:	Rs.60/- per day.
Skilled:	Rs.60/- per day.	Skilled:	Rs.80/- per day.
Highly Skilled:	Rs.70/- per day.	Highly Skilled:	Rs.90/- per day.

4. Mode of Payment & Payment Procedure:
 - a. The contractors would disburse the wages to the contract labours by the 10th day of the subsequent month.
 - b. Mode of payment: The Helper, Drivers and Operators must have valid bank account. The contractors will have to disburse the wages by direct remittance to that valid bank account only via e-banking (i.e. NEFT/RTGS or by other electronic modes) by the 10th day of the subsequent month. The contractor shall attach a copy of such remittance with monthly bill / invoice.
- 5.0 Verification and Processing of Monthly Bills submitted by the Contractors: The contractor shall submit the following documents along with monthly bills / invoices to the User departments for verification and processing bills:
 - a. The contractors have to submit sealed and signed Monthly Attendance Sheet.
 - b. The contractors have to submit a copy of the Wages Slips issued in Form XIX.

- c. The contractors have to submit copies of Register of Wages in prescribed format duly certified with seal and sign by authorized representatives of the contractors (employers) and the User Department of Oil India Limited (principal employers) with the following comment certifying the disbursement of wages:
- “Verified and confirmed that the disbursement of Payment of Wages to the aforesaid Helpers, Drivers & Operators on _____ through e-payment mode based on the Bank transactions/records/statement submitted by Contractor”.
- d. The contractors have to submit copies of Electronic Challans cum Returns (ECRs) as proof of deposit of Provident Fund (PF) contributions and Employees’ State Insurance (ESI) contributions.
- e. The contractors have to submit proof of deposit of the wages to the contract labours in the respective bank accounts via e-banking mode (i.e NEFT / RTGS or by other electronic modes) along bank / remittance slips of the previous month along with the details of Helpers, Drivers & Operators engaged.
- 6.0 Before releasing a month’s SES/bill, the user departments of Oil India Limited would ensure that the Contractors submit the previous month’s wage slips in Form XIX, Register of Wages, PF & ESI Electronic Challans cum Returns (for those contract labours whose PF & ESI contributions are paid under the establishment codes of the respective contractors directly, log sheet and proof of cashless payment).
- 7.0 The applicable daily rate of wages will be for 08(eight) hours of work for 06 days per week which will be inclusive of rest day wages. It is further clarified here for future reference that the minimum wages rates notified for the Scheduled Employment are inclusive of rest day wages.
- 8.0 For all services beyond 08(eight) hours of work, the Helpers, Drivers & Operators will be paid overtime (OT).
- 9.0 The contractors must grant a weekly day of rest to Helpers, Drivers & Operators after engaging them 06(six) consecutive days. Contractor shall provide relivers to run the services of hired vehicles and in all transport service contractors on account of the rest day. The responsibility to obtain gate pass / entry pass in all such cases will lie on the contractor. In case of any emergency, if it is not possible to provide reliver helpers / drivers / operators, the concerned helpers/drivers/operators working on the rest day would be eligible for overtime (OT) for hours for which he/she was engaged by the contractor.
- 10.0 Halting Charge: Halting charge of Rs.350/- would be payable only when a vehicle has to stay overnight at a place other than base station. In such cases no overtime shall be payable after actual duty hours for overnight stay.
- 11.0 Bonus: The Helpers, Drivers & Operators will be entitled for Bonus at the rate of 1/12th of daily (Basic+ Dearness Allowance) subject to the (Basic+ Dearness Allowance) ceiling of Rs.21,000/- under the Payment of Bonus Act, 1965 and amendments made thereafter and will be disbursed on monthly basis, subject to actual attendance and other provisions as per the Payment of Bonus Act, 1965 and rules thereunder.

- 12.0 Gratuity: As per relevant Act and rules thereunder.
- 13.0 Provident Fund: As per relevant Act and rules thereunder.
- 14.0 The Contractor shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 and rules thereunder in respect of all Helpers, Drivers, Operators who are not eligible for coverage under the Employee's State Insurance Act, 1948 and rules thereunder. The amount required for obtaining the insurance would be reimbursed by Oil India Limited on production of receipts and payment would be based on the actuals.
- 15.0 Leaves and Holidays: The following Leave/Holidays shall be extended by the contractors:

Sl. No.	Nature of Leave/Holidays	No. of Days in a Calendar Year	Remarks
1	Annual Leave	18	Non- cumulative, Non-encashable; Can be availed 03 times in a calendar year and cannot exceed 18 days in a year.
2	Casual Leave	07	Non- cumulative, Non-encashable; Can be combined with annual leave and cannot be availed for more than 02(two) days at a time.
3	National Holidays	03	
4	Festival Holidays	04	

Note: The costs pertaining to annual leave, casual leaves, national holidays and weekly off would be taken out from the fixed charges shown in the contract related documents. If the vehicle is used on those days, payment would be made based on actuals.

- 16.0 In the event of any work accident arising out of employment and/or in the course of employment the Helpers, Drivers and Operators engaged by the contractors would be extended treatment in the OIL hospital at Duliajan.
- 17.0 In case of death of any active Helper, Driver or Operator, a onetime payment of Rs.15,000/- (Rupees Fifteen Thousand Only) will be paid to the next of kin as immediate relief.
- 18.0 The contractors would submit a medical fitness certificate once every two years in respect of the Helpers, Drivers and Operators engaged by them. Rs.2000/- (Rupees Two Thousand only) will be reimbursed against each Helpers, Drivers & Operator engaged by the Contractor as cost incurred for fitness certificate (inclusive of costs incurred for medical tests) on submission of required documents from a Government Approved Pathological Laboratory/Authorized Health Centre.
- 19.0 The Helpers, Drivers & Operators will be provided uniform, shoes and helmets by the concerned Contractors and the expenditure towards the same will be reimbursed to them by the company on submission of requisite documents/proof of receipts subject to the following limits:

Sl. No.	Uniform/Shoes/Helmets	Reimbursement Limit (Rs.)
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1.	02 Sets of Uniform per year (@Rs.2000/-x2)	4000.00
2.	02 pair of shoe per year (@Rs.1000/-X2)	2000.00
Total reimbursement per annum per person		6000.00

Note: In cases where Helpers, Drivers & Operators are required to visit OIL installations and where PPE is mandatory, PPE kits (helmet, safety shoes etc.) will be arranged by the contractor(s). In case the contractors fail to provide the same, the user department would arrange to provide the same and recover the costs involved from concerned contractor(s).

- 20.0 It has agreed by and between the parties that the Helpers, Drivers & Operators will NOT be engaged by the concerned contractors on the following grounds:
- Beyond 60 years of age i.e the Contractors would not engage anyone who has crossed the age of 60 years.
 - Person is found medically unfit.
 - For any riotous behavior, misconduct or indiscipline.
 - Adverse/criminal records: The Contractors shall obtain Police Verification Report against the contract labours engaged by them, as and when required.
 - Unauthorized absenteeism consecutively for a period of more than 15 (fifteen) days.
- 21.0 In case of any grievance and/or complaint, the Helpers, Drivers & Operators should first approach the respective contractor in writing with a copy of the communication sent to the respective user department.
- 22.0 For engaging helpers, drivers and operators, the contractors/owners will have the right to choose the helpers, drivers and operators. However, contractors/owners will give effort to give preference to earlier helpers, drivers and operators.
- 23.0 For better clarity in executing the transport service contracts, the monthly wages would be mentioned in the line items for the fixed charges shown in the contract related documents.
- 24.0 The terms of Settlement shall be effective for a period of 10(ten) years w.e.f. 01.01.2021 to 31.12.2030.
- 25.0 It is agreed that during the validity period of the settlement, no further demand on any new settlement/agreement or any modification would be entertained from any of the parties involved including the Motor Workers' Union (MWU) or any individual contract labour or a group of labours or any other union representing the Helpers, Drivers & Operators engaged in transport service contracts running in Field Head Quarters, Duliajan, except on statutory matters.
- 26.0 All the parties involved also agree that the Unions or the members of the Unions benefitting from this Settlement would withdraw any dispute/litigation pending forum raised by them or their Members.
- 27.0 All the parties agree to submit the report on implementation of the settlement to the Regional Labour Commissioner (Central), Dibrugarh within 06(six) months from today, failing which it will be presumed that the settlement is fully implemented.

- 28.0 The Memorandum of Settlement (MoS) supersedes all previous minute, settlements and agreements with regards to wages and benefits of the motor workers. Hence, any reference to all previous minutes, settlements and agreements would not be entertained from anyone.
- 29.0 The Terms of Settlement have been arrived after prolonged discussions amongst all the signatories of the settlement. Hence, during the validity period of this settlement w.e.f. 01.01.2021 to 31.12.2030, no fresh demand would be raised or entertained and there shall be no further discussion on any other point or term other those already mentioned in the Terms of Settlement.
- 30.0 OIL Management and its representative shall take all responsibility to implement this MoS in letter and spirit.
- 31.0 All the parties involved agree that by this settlement, the Industrial Dispute raised by the Union in respect of the Charter of Demands submitted by MWU is fully settled and that the settlement is fair and reasonable.
- 32.0 Parties to the settlement agree to not take reference of this settlement for any future Memorandum of Settlement.

32.0 : GOODS AND SERVICES TAX:

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

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

2. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
5. Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

6. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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.
8. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
9. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
10. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
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.

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
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.
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.
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.
17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
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.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

- 20.** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 21.** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 22.** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 23.** Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 24.** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 25.** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 26.** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 27.** OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

- 28. Procurement of Specific Goods:** Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 29. Documentation requirement for GST:** The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

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

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

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;

- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) 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.

30. Anti-profiteering clause

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

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

PART-3
(Section-IV)
SAFETY MEASURES (SM)

To,
CGM-CONTRACTS
OIL INDIA LIMITED

SUB: SAFETY MEASURES

Description of work/service:

Hiring of transport services of **58 Nos.** of readily available Truck built on 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than **16200 Kg, Make & Model: Tata LPT 1615 42WB or any other equivalent make & model of Truck, manufactured on or after 01.01.2017**, as per tender specifications and with all standard fittings & accessories, to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 04 (four) years on **'One-Bidder-One-Truck'** basis.

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. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. 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 of all HSE laws by the sub-contractors. It will be 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 representative of OIL.

2. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

3. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

4. 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.

5. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

6. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

7. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format. (Applicable for vehicles/equipment deployed in Mines areas only.)

8. For the vehicles deployed in Mines areas, 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 work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. (Applicable for the vehicles/equipment deployed in Mines area only).

9. For the vehicles deployed in Mines areas, 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. (Applicable for vehicles/equipment deployed in Mines areas only).

10. 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.

11. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

12. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

13. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However 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. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

14. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL). (Applicable for vehicles/equipment deployed in mines areas only). For other cases, the Contractor shall follow the Safe Operating Procedure (SOP) of the Company, for the work to be carried out.

15. Contractor has to ensure that all work is carried out in accordance with the Statute and the 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 the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

16. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.(Applicable for vehicles/equipment deployed in Mines areas only)

17. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

18. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting. (Applicable for vehicles/equipment deployed in Mines areas only).

19. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge. (Applicable for the vehicles/equipment deployed in mines area only).

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

21. OIL will communicate all information to the Contractor or his authorized representative only.

22. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

23. 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.

24. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.

25. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed. (Applicable for vehicles/equipment deployed in mines areas only).

26. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without

the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

27. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.(Applicable for vehicles/equipment deployed in mines areas only).

28. Barricading of area to be done with reflecting tapes as applicable during work. (Applicable for vehicles/equipment deployed in mines area only).

29. Sufficient Nos. of traffic cones, barricading equipment, wheel chokes, torchlight, etc. shall be available with the vehicles for use during off-site breakdown of vehicles.

30. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours. Contractor shall provide (keep along with vehicle) extra wheels, proper tools and tackles, first aid box, fire extinguishers and any other item as required by law.

31. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

32. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

33. 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.

34. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

35. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.

36. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.

37. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

38. 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.

39. Contractors shall ensure that the employed person(s) shall have valid driving license and sound mental condition to carry out the job entrusted for. The driver(s)/helper(s) attached to the vehicle should be well mannered and in a clean clothing.

40. 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.

Yours Faithfully,

(Seal)

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 of transport services of **58 Nos.** of readily available Truck built on 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than **16200 Kg, Make & Model: Tata LPT 1615 42WB or any other equivalent make & model of Truck, manufactured on or after 01.01.2017**, as per tender specifications and with all standard fittings & accessories, to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 04 (four) years on **'One-Bidder-One-Truck'** basis. 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:

- (i) 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.
- (ii) 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.

- (iii) 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 substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers 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.

- (i) 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.
- (ii) 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.
- (iii) The Bidder(s) / Contractor(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) 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.
- (iv) 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.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act;
- (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 the 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 2 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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
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.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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. 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 / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... For the Principal Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
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FORMAT FOR BIDDER DETAILS

(To be filled up by the Bidder as applicable)

(Tender No. CDT3640P24)

Photo

1. Name of the Bidder:

2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.):

3. Name of owner/partner/director of the Firm:

4. Registered Postal Address with PIN Code:

5. Telephone Number:

6. Mobile Number:

7. E-mail ID:

8. Fax Number:

9. PAN:

10. GST Registration No. (if available):

11. PF Code (if available):

12. ESI Code / Sub-Code (if available):

13. Bank details of bidder:

Name of Bank, Branch Code & Address:

Account Type (Savings/Cash credit/Current etc.):

Account Number:

IFSC / RTGS Code of the Branch:

NEFT Code of the Bank:

14. Bid Security / EMD: Deposited vide Bank–Draft/Banker's–Cheque / Bank Guarantee: No. _____ date _____ of _____

The Bidder(s)/Contractor(s) shall submit the PAN, GST Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) from appropriate authority. In case, the Bidder does not possess GST Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder shall be required to submit the same later on as & when asked by OIL.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

APPLICATION FORMAT
DETAILS OF THE TRUCK OFFERED
(Tender No. CDT3640P24)

Brief Description of the Truck offered:

Sl. No.	Details/Description of the offered Truck	
1	Make & Model	
2	Year & Month of Manufacture	
3	Date of Registration	
4	Registration Number	
5	Engine Number	
6	Chassis Number	
7	Name of Registered owner of Truck as per Registration Certificate	
8	Payload	
9	GVW (Kg)	
10	Wheelbase (mm)	
11	Whether offered Truck is running with Oil India Limited as on the bid closing date of this tender. (Please write Yes/No as the case may be for the offered Truck)	
12	Agreement No. (if Sl. No. 11 is yes)	
13	Validity of agreement (if Sl. No. 11 is yes)	

I hereby confirm that the above information is true to the best of my knowledge.

Signature: _____

Name in Block letters _____

For _____

Date: _____

FORMAT FOR COURT AFFIDAVIT
(TO BE SUBMITTED ALONGWITH THE OFFER IN ORIGINAL BY THE BIDDER)

BEFORE THE NOTARY AT: ASSAM

AFFIDAVIT

Dated.....

I, Sri / Smti S/o / D/o
(Father's Name) by religion, aged..... years, by occupation
....., resident of P.O. P.S.....
Dist. State, do hereby solemnly affirm and declare an oath
as follows:

1. That the deponent is a citizen of India and permanent resident of the abovementioned address.
2. That, the deponent is not an OIL Employee in service or employee in service of any other PSU/Government / Quasi Government or Semi Government Organisation.
3. That the deponent has not submitted any other bid /offer as a proprietor or partner of any other firm or against the name of deponent against Tender No. **CDT3640P24**
4. That the deponent is sole proprietor / partner etc. (as applicable) of M/s at (if applicable).
5. That the deponent desires to supply of 01(one) number readily available truck of make/model _____, Registration No. _____ as specified in the tender, to be stationed at any place of OIL's operational areas in Assam and Arunachal Pradesh.

That the deponent has fully understood & agreed to accept the rates, terms and conditions of the above tender, is fully conversant with the general terms and conditions of transport service contracts and also agrees to abide by the same throughout the contract period (including any extension of the contract if granted by OIL in future).

That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

"I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God"

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above byAdvocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

**(JOINT DECLARATION IN THE FORM OF AFFIDAVIT BY THE APPLICANT'S
PARENT WHO IS AN OIL EMPLOYEE & THE APPLICANT, IF APPLICABLE)**

BEFORE THE NOTARY AT ::: ASSAM

A F F I D A V I T

Dated

We, (1) Sri/Smti _____, son / daughter / wife of
_____, _____, aged about _____ years, and (2) Sri/Smti
_____ son / daughter _____,
_____, aged about _____ years, resident
of _____

_____ P.S. _____ & P.O. _____,

District _____, State _____ do hereby solemnly affirm and jointly
declare on oath as follows:-

(1) That, the abovenamed deponents are the citizens of India and permanent
resident of the abovementioned address.

(2) That, the Deponent No. 1, i.e. Shri/Smti. _____ is the
father/mother of the Deponent No. 2, who is serving as
_____ under Oil India Limited, in the Department
of _____

_____, having Regd No./Salary Code..... and hence the
name of the Deponent No. 2 has been recorded as dependent in the
dependent list of OIL.

(3) That, the Deponent No. 2 intends to participate in the Tender No.
.....
Floated by Oil India Ltd., Duliajan, for supply of

(4) That, the Deponent No. 1 & 2, jointly declares and undertakes that if the
Deponent No. 2 is found eligible for the award of contract under the said
Tender to supply of desired vehicle, then his/her name shall be deleted from
the dependent list of OIL and accordingly Deponent No.2 will submit a
certificate before the issuance of LOA from the concern department showing
that his/her name is deleted from the dependent list of OIL.

- (5) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

“We swear that, this our declaration is true, that it conceals nothing and that no part of it is false, so help us God”

Identified By

DEPONENT NO. 1

(Advocate)

DEPONENT NO. 2

Signed and sworn before me by the above named deponents after being read over the contents mentioned above by,Advocate so that the deponents seemed to understand properly the contents of this affidavit.

NOTARY

NOTARY (SIGNATURE WITH SEAL)

ANNEXURE-E

**FORMAT FOR DECLARATION REGARDING DETAILS OF THE TRUCK AND
PLACEMENT OF THE TRUCK FOR OIL'S SERVICES
(Tender No. CDT3640P24)
(TO BE SUBMITTED BY THE BIDDER ALONGWITH THE BID)**

To
The CGM – CONTRACTS
Oil India Limited
Duliajan, Assam

Sub: Declaration regarding details of the Truck and placement of the Truck for OIL's services.

Tender No. CDT3640P24

Dear Sir,

With reference to above mentioned tender, I/We hereby declare and confirm as under:

- (a) I/We have offered the Truck as per details provided in **Annexure-B**.
- (b) The offered Truck by me/us has total 06(six) Nos. of wheels i.e total 02(two) Nos. of Wheels at the front axle & total 04(four) Nos. of Wheels at the rear axle.
- (c) The offered Truck by me/us will be supplied as per the specifications of Oil India Limited mentioned in Part-3 Section-III Special Conditions of Contract (SCC) of the tender.
- (d) The offered Truck by me/us will be supplied with the Driver's cabin, loadbody & other requirements as per the specifications of Oil India Limited mentioned in Part-3 Section-III Special Conditions of Contract (SCC) of the tender.
- (e) The offered Truck by me/us will not have High Side Deck Load Body [height of side decks (i.e dullahs) upto or more than the height of Driver's cabin from the Truck platform] and/or Punjab Body Truck.
- (f) If the contract under the above tender is awarded to me / us, I / we will place the Truck for the services of Oil India Limited (OIL) as per the desired specifications as detailed in the NIT and tender document within 30 (thirty) days from the date of issuance of LOA by OIL or as per the date mentioned in the LOA by OIL.

Yours faithfully,

Signature_____

Name of the Bidder_____

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF
AUTHENTIC INFORMATION/DOCUMENTS
(To be typed on the letter head of the bidder)**

Ref. No. _____

Date _____

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

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDT3640P24

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE-G (IF APPLICABLE)

(Declaration to be submitted in the form of Affidavit by the bidder in case the address of the bidder in the Registration Certificate of the offered Truck does not match with the address of the bidder submitted to Oil India Limited as per Vendor Code of the bidder with OIL or registered with OIL)

BEFORE THE NOTARY AT ::: ASSAM

A F F I D A V I T

Dated

I, Sri / Smti S/o / D/o
(Father's Name)/Wife of.....(if applicable) by religion,
aged..... years, by occupation, resident of
..... P.O. P.S..... Dist. State
....., do hereby solemnly affirm and declare an oath as follows:

1. That the deponent is sole proprietor / partner etc. (as applicable) of the bidder (Name of bidder) participated in the **Tender No. CDT3640P24** of Oil India Limited (OIL) offering the Truck bearing **Registration No.**
2. That the bidder has different address in the Registration Certificate of the above-mentioned Truck which does not match with the address of the bidder submitted to Oil India Limited (as per Vendor Code of the bidder with OIL or registered with OIL):

- a. Bidder's address submitted to Oil India Limited (as per Vendor Code of the bidder with OIL or registered with OIL):

.....

- b. Address in the Registration Certificate submitted:

Name of document	Address mentioned
Registration Certificate of the above-mentioned Truck.

3. That the deponent declare that, the bidder is of the same entity with the different addresses as mentioned in above Para-Sl. No.2 (a) & (b) with the same identity as under:

PAN	
Note: Copy of PAN is to be submitted.	

That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application/bid or cancel the contract, as the case may be.

OATH

"I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God"

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above by,Advocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

BID FORM

**TO,
OIL INDIA LIMITED,
DULIAJAN-786602
DIBRUGARH, ASSAM, INDIA**

SUB: BID FORM.
E-TENDER NO.: CDT3640P24

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 services in conformity with the said conditions of Contract and Terms of Reference.

We undertake, if our Bid is accepted, to commence the work as per date mentioned in the work order.

If our Bid is accepted, we will provide PBG /Security Deposit of **3% of annualized contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date fixed for 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 _____ 2023.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid)

STATEMENT OF NON-COMPLIANCE
(TENDER NO. CDT3640P24)

(Only exceptions/deviations, if any to be rendered)

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

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

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

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 format is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

LETTER OF AUTHORITY

TO,

**THE CGM-CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM- 786602**

Sir,

SUB: LETTER OF AUTHORITY

E-TENDER NO.: CDT3640P24

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against above mentioned IFB for Hiring of transport services of **58 Nos.** of readily available Truck built on 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than **16200 Kg, Make & Model: Tata LPT 1615 42WB or any other equivalent make & model of Truck, manufactured on or after 01.01.2017**, as per tender specifications and with all standard fittings & accessories, to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 04 (four) years on **‘One-Bidder-One-Truck’** basis.

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 signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB for Hiring of transport services of **58 Nos.** of readily available Truck built on 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than **16200 Kg, Make & Model: Tata LPT 1615 42WB or any other equivalent make & model of Truck, manufactured on or after 01.01.2017**, as per tender specifications and with all standard fittings & accessories, to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 04 (four) years on **'One-Bidder-One-Truck'** basis.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

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 suo moto; 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:

Contd.....P/2

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

- a) SIGNATURE AND SEAL OF THE GUARANTORS _____
- b) Designation _____
- c) Name of the Bank _____
- d) Address _____

Note:

- * 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.
 - *** The Bank Guarantee issuing bank branch shall ensure the following:
 - a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
 - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee
- The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Unique identifier code (Field 7037)- OIL503988890, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under.
- Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c. Further correspondence against BG towards Bid Security must contain the Tender Number.

FORM OF PERFORMANCE BANK GUARANTEE

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

To

M/s OIL INDIA LIMITED,

CONTRACTS DEPARTMENT

DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (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 (May incorporate the Bank Name) 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 arguments, 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 thereunder 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 Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- e) Our liability under this Bank Guarantee shall be restricted up to Rs._____
- f) This guarantee shall be valid till
- g) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).
- h) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by 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 the Bank_____

Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 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.

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No: _____

Encl: Original bank guarantee

FORMAT FOR UNDERTAKING AS PER NOTE NO.11.0, SOQ (SECTION-II)

Date: _____

**TO,
THE CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN**

SUB: DECLARATION AGAINST NOTE NO.11.0 OF SOQ (SECTION-II).

E-TENDER NO.: CDT3640P24

Dear Sir,

With reference to above noted tender, I/We hereby confirm that if the contract under the tender is awarded to me /us, I/We will pay monthly wages & overtime to our crew /staff engaged under this contract as per Memorandum of Settlement (MoS) dated 22nd July 2022 / Minimum wages as notified by Govt. of India, whichever is higher.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

AGREEMENT FORM

CONTRACT NO. _____

for

Hiring of transport services of **58 Nos.** of readily available Truck built on 06 wheels (i.e total 02 Nos. of wheels at the front axle and total 04 Nos. of wheels at the rear axle) and Gross Vehicle Weight (GVW) not less than **16200 Kg, Make & Model: Tata LPT 1615 42WB or any other equivalent make & model of Truck, manufactured on or after 01.01.2017**, as per tender specifications and with all standard fittings & accessories, to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 04 (four) years on **'One-Bidder-One-Truck'** basis.

This Agreement is made on ____ day of _____ 20__ 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 **Sri/Smt./Miss** _____ **(Vendor Code: _____)** of _____ 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 of "XXXXXXXX" 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;

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Application submitted by the Contractor against Company's Tender No. CDT3640P24.

WHEREAS, Contractor accepted the above LOA by endorsing on the copy of the LOA and furnished Security Deposit of Rs. _____ (Rupees _____ only) vide _____ No. _____ dated _____, valid till _____ of _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the

terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- (a) Section-I indicating the General Conditions of Contract (GCC);
- (b) Section-II indicating the Schedule of Quantity (SOQ);
- (c) Section-III indicating the Special Conditions of Contract (SCC); (d) Section-IV indicating the Safety Measures.

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

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

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

SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF:

<p style="text-align: center;"><u>OIL INDIA LIMITED</u></p> <p style="text-align: center;">(COMPANY)</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">(CONTRACTOR)</p>
Signature: _____ Name: _____ Designation: _____	Signature: _____ Name: _____

In presence of:

1) _____

2) _____

In presence of:

1) _____

2) _____

CHECKLIST FOR APPLICANTS (for guidance only)

Item	Remarks (Yes/No or as applicable)
1) Have you submitted the documentary evidence(s) established in accordance with BEC/BRC (Part-2) of the tender.	
Copy of Registration Certificate of the offered Truck issued by DTO/RTO/RTA.	
Copy of Sale Certificate Form-21 of the vehicle Or Letter issued by the vehicle chassis manufacturer	
Notarised Affidavit (Annexure-G), if applicable. [In case the address of the bidder in the Registration Certificate of the offered Truck does not match with the address of the bidder submitted to Oil India Limited (as per Vendor Code of the bidder with OIL or registered with OIL)]	
No Objection Certificate (NOC) from the controlling department of OIL or the concerned organization, if applicable	
2) Have you submitted the duly signed Integrity Pact (Appendix-I)?	
3) Have you submitted Bidder Details (Annexure-A)?	
4) Have you submitted Details of Truck Offered (Annexure-B)?	
5) Have you submitted the Format for Court Affidavit (Annexure-C)?	
6) Have you submitted Joint Declaration Format (Annexure-D), if applicable?	
7) Have you submitted the declaration regarding details of the Truck and placement of the Truck for OIL's services, (Annexure-E)?	
8) Have you submitted Format of undertaking by Bidders towards submission of authentic information/documents (Annexure-F)?	
9) Have you submitted Bid Form (Proforma-A)?	
10) Have you submitted Statement of Non-Compliance (Proforma-B)?	
11) Have you submitted Letter of Authority (Proforma-C)?	
12) Have you submitted Letter of Authorization for attending Bid Opening (Proforma-D)?	
13) Have you submitted the Bid Security Declaration (Proforma-E)?	
14) Have you submitted the Format for Undertaking As Per Note No.11.0, SOQ (Proforma-H)?	
15) Please confirm that you have submitted only One Bid.	

END OF TENDER DOC