

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPT, DULIAJAN

FORWARDING LETTER

OIL INDIA LIMITED (OIL) invites ON-LINE BIDS from experienced Contractors / Firms through its e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for hiring the under-mentioned services:

1.0 IFB/e-Tender No.: CDT4180P21

Description of Work / Service	HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STACKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.
Location of Work	From any place in India to OIL's operational areas.
Period of Contract	Four (04) years.
Type of Bid	Single Stage Two Bid system
Bid Submission Mode	Bids must be uploaded in OIL's e-Procurement Portal: https://etender.srm.oilindia.in/irj/portal
Bid Validity	120 days from the date of opening of Technical Bid
Bid Closing date and Time	21.05.2020 at 11.00 AM (IST) (Server Time)
Technical Bid Opening Date & Time	21.05.2020 at 02:00 PM (IST) (Server Time)
Price Bid Opening Date & Time	Will be intimated to the eligible bidders nearer the time.
Venue for Bid Opening	Contracts Department, Oil India Limited, Duliajan
Bid Security (EMD)	<p>Rs. 13,20,000.00</p> <p>i) The Bid Security should be submitted only in the form of Bank Guarantee (in specified format) issued by Nationalized/Scheduled Bank. Alternately, Bid Security can also be paid through the online payment gateway against this tender. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before 12.45 PM (IST) on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p> <p>ii) No other mode of Bid Security will be accepted other than those two options mentioned above. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>iii) 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.</p>
Validity of Bid Security	Minimum 150 days from the original bid closing date.

Price Bid Opening Date & Time	Will be intimated to the eligible bidders nearer the time.
Amount of Performance Security	10% of annualised Contract value
Validity of Performance Security	90 (ninety) days beyond the Contract period/duration.
Bids to be addressed to	CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Quantum of Liquidated damages for default in timely mobilisation:	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.

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

- 2.1.1 To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having **"Organization Name"** field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.
- 2.1.2 Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible
- 2.1.3 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- 2.1.4 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 2.1.5 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 2.2.0 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.
- 2.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.
- 2.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment

of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

2.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807178/7171/7192.

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

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

3.0 **EXEMPTION FROM SUBMISSION OF BID SECURITY:**

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

- * MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.
- * Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.
- * In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- * For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

4.0 **IMPORTANT NOTES:**

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

- 4.1 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- 4.2 **BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- 4.3 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Annexure-B**.
- 4.4 **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- 4.5 Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned above 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.
- 4.6 If the digital signature used for signing is not of "Class-3" with Organization's name, the bid will be rejected.
- 4.7 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

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

Go to this Tab **"Technical Attachment"** for Uploading

“Technical Bid”.

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

Note:

(a) The “**Technical Bid**” shall contain all techno-commercial details **except the prices**.

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

- 5.0 **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**. 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. If any bidder refuses to sign Integrity Pact or decline to submit the Integrity Pact, their bid shall be rejected straightway.

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

- (i) Shri Sutanu Behuria, IAS(Retd.)
E-mail: sutanu2911@gmail.com
- (ii) Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India;
E-mail: satyanandamishra@hotmail.com
- (iii) Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail id : rudhra.gangadharan@gmail.com

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(N.J.SAIKIA)
DY GENERAL MANAGER – CONTRACTS (TS)
FOR CHIEF GENERAL MANAGER – CONTRACTS
FOR RESIDENT CHIEF EXECUTIVE

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPT, DULIAJAN

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:

- (i) A Forwarding Letter highlighting the following points:
 - Company's IFB No.
 - Bid closing date and time
 - Bid opening date, time and place
 - Bid submission place
 - Bid opening place
 - The amount of Bid Security
 - The amount of Performance Guarantee
- (ii) Instructions to Bidders (Part-1)
- (iii) BRC /BEC (Part-2)
- (iv) General Conditions of Contract (Part-3, Section-I: **GCC**)
- (v) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
- (vi) Special Conditions of Contract (Part-3, Section-III: **SCC**)
- (vii) Safety Measures (Part-3, Section-IV: **SM**)
- (viii) Integrity Pact (**Appendix-I**)
- (ix) Bid Form (**Appendix-II**)
- (x) **Annexures - A to K.**
- (b) Price Bid Format (**Proforma-A**)

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.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF 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 Two Bid System. The bid to be uploaded by the Bidder in OIL’s E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID (to be uploaded in “Technical Attachments” tab)

(i) Bid Documents duly filled as indicated.

~~(ii) Complete technical details / specifications of the vehicle offered with catalogue, etc. as per tender requirement.~~

(iii) Documentary evidence established in accordance with BEC/BRC (Part-2).

(iv) Scanned copy of Bid Security (in case of BG). Original should be sent to the office of CGM-Contracts as mentioned in the Forwarding Letter.

(v) Duly filled Bid-Form as per Appendix-II

(vi) Statement of Non-compliance if any

(vii) Integrity Pact

Note: Please note that, price should not be mentioned in the “Technical Attachments” tab.

(B) PRICED BID (to be uploaded in “Notes and Attachments” tab)

Bidder shall quote their prices in the following Proforma available in OIL’s E-procurement portal in the “Notes & Attachments” Tab:

Price Bidding Format as per Proforma-A.

6.0 BID PRICE:

6.1 Prices must be quoted by the bidders as applicable in Price Bid Format.

6.2 Bidder must include all liabilities including statutory liabilities (but excluding GST) in their quoted price. Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account except as mentioned in bid document.

6.3 Since the tender is invited under SINGLE STAGE 2-BID SYSTEM and as such no price details should be uploaded in “**Technical Attachments**” Tab. Details of prices as per Price Bid format should be uploaded in “**Notes & Attachments**” tab only.

7.0 PERIOD OF VALIDITY OF BIDS:-

7.1 The bid must be valid for 120 days (one hundred twenty days) from the original date of bid closing.

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

8.0 **FORMAT AND SIGNING OF BID:-** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed digitally by the bidder to bind the bidder to the contract.

9.0 SUBMISSION OF BIDS:-

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

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

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

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

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

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

- 9.4 E-mail / Fax / Telex / Telegraphic / Telephonic offers will not be accepted.

- 9.5 Bidder shall submit the bid duly completed in terms of the bid document.

- 9.6 Before submission of bids, bidders are requested to make themselves fully conversant with all conditions of the bid document and other relevant information related to the works to be executed under this contract.

10.0 DEADLINE FOR SUBMISSION OF BIDS

- 10.1 Bids should be submitted online up to 11:00 AM (IST) (Server Time) of the Bid Closing Date mentioned in the Forwarding Letter. Bidders will be permitted by the system to make changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except for condition mentioned in clause 12.0 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

- 10.2 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.

- 10.3 **Late Bids:** Bidders are advised in their own interest to ensure that their bids are uploaded in the portal before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time shall be rejected.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 11.1 Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.
- 11.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 11.3 No bid 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 their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

12.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL may at its discretion, extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2 (*two*) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted.

13.0 BID OPENING AND EVALUATION:

- 13.1 The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format available in Annexure part of bid document) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.
- 13.2 In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.
- 13.3 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1 above.
- 13.4 In case it happens to be a bandh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time shall be extended up to the next working day and time (except Saturday).
- 13.5 Bids which have been withdrawn pursuant to Clause 11.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 13.6 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.5.
- 13.7 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation

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

13.8 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

14.0 **EVALUATION AND COMPARISON OF BIDS:**

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

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

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

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

14.5 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of Part-3, Section-II (i.e. schedule of works, units, quantity, rates) of the tender.

15.0 **CONTACTING THE COMPANY:**

15.1 Except as otherwise provided in **Clause 11.0 above**, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.7.

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

16.0 **AWARD CRITERIA:-**

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

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

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

18.0 NOTIFICATION OF AWARD:

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

19.0 SIGNING OF CONTRACT:

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

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

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

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

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:-

The information and documents 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. The bidder has to submit an undertaking in this regard as per **attached Annexure-B.**

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPT, DULIAJAN

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

1.0 VITAL CRITERIA FOR BID ACCEPTANCE :

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in 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.

1.1 GENERAL CONFORMITY:

Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

2.0 EVALUATION CRITERIA

2.1 TECHNICAL CRITERIA:

- 2.1.1 The bidder must have experience of successful completion/execution of one similar work of minimum **Rs.88.65 lakhs (Rupees Eighty Eight Lakhs Sixty Five Thousand Only)** in Public Sector Undertaking (PSU)/Central Government Organization /State Government Organization /Government Corporations in previous seven (7) years to be reckoned from the original bid closing date of the tender date i.e within the period **22.05.2013 to 21.05.2020** (both day inclusive).

Documentary evidence must be submitted along with the Un-Price Techno-Commercial Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. as applicable showing:

- (a) Gross value of job done; and
- (b) Nature of job done; and
- (c) Time period covering as per the NIT.

Only Letter of Intent (LOI) / Letter of Award (LOA) and/or Work Order(s) are not acceptable as evidence. However, if Letter of Intent (LOI) / Letter of Award (LOA) and/or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL's own records of execution.

Notes to clause 2.1.1:

- (i) **"Similar Work"** means- Services of providing Chemical Transportation Job or Transport services involving heavy vehicles/Logistics equipment having registered laden weight not less than 10000 Kg.
- (ii) The bidder must have experience of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/Government Corporations for any length of time during the last 07(seven) years ending **on 21.05.2020** (Original Bid Closing Date) i.e. for any length of time within the period 22.05.2013 to 21.05.2020 (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out

one similar work of minimum Rs. 88.65 lakhs. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of 22.05.2013 to 21.05.2020; but the value of work done must be of requisite amount within the period.

- (iii) Bidder(s) executing similar nature of work which is still running will also be taken into consideration if the bidder(s) meets the prescribed value within the period as mentioned above in one similar work.
- (iv) Similar work executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting the experience.

2.1.2 Bidder must possess an operating fleet of minimum 3(three) trucks of minimum 10 MT payload capacity and of vintage not earlier than 01.01.2011 in his/her/their name. Following documents of each these three trucks are to be submitted along with the bid:

- a) Self-attested photocopies/copies of
 - i) Registration Certificates.
 - ii) Insurance certificate.
 - iii) Assam and Arunachal Permit.
- b) Self-attested photocopies/copies of any one of the following documents:
 - i) Original Invoice.
Or
 - ii) Sale Certificate in Form-21 and Road-Worthiness Certificate in Form-22
- c) In absence of the documents mentioned in Para b) above, the bidders shall submit a letter (self-attested & photocopy) issued by the Original Vehicle Manufacturer in their letter head certifying at least the chassis number, Engine number and month & year of manufacture of the offered vehicle.

2.1.3 Bidder must give an undertaking as per prescribed format (Annexure-C) declaring that if awarded with the contract by OIL, he/she would engage requisite number of trucks of requisite payload capacity & vintage and carryout the jobs strictly as per the tendered specifications (detailed in Section-III of Part-3) and all other terms & conditions of this tender.

2.2 **FINANCIAL CRITERIA:**

2.2.1 Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **Rs.88.65 lakhs (Rupees Eighty Eight Lakhs Sixty Five Thousand Only).**

2.2.2 Net worth of bidder must be positive for preceding financial/accounting year.

Note: The Net worth to be considered against Clause 2.2.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 2.2 above:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:
 - (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-H.**

OR

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

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

c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

2.3 **COMMERCIAL:**

2.3.1 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Priced" Bids in electronic form through OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. Bidders must quote clearly and strictly in accordance with the price schedule outlined in **Price Bidding Format** attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's e-Tender portal; otherwise, the bid will be rejected. All other techno-commercial documents other than price details are to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under **"Technical Attachments"** Tab Page only.

2.3.2 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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

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

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

2.3.6 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various items are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.

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

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

2.4 EVALUATION OF BID:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 2.4.1 Bids will be evaluated on the basis of Total Bid Price achieved by addition of the Amount against each Item No. (Description of service) quoted by the bidder under Price Bidding Format. The amount for each Item No. (Description of service) is calculated by multiplying the 'Quantity' and the 'Rate per unit'.
- 2.4.2 Except above rates payable as per terms & conditions detailed in Part-3 of this tender document and escalation/reduction thereon due to change in fuel price, as applicable, no other charges, whatsoever, shall be payable to the contractor during the currency of the contract.
- 2.4.3 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.
- 2.4.4 Any bid offering part service shall not be considered for evaluation.

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

(a) In case there is only one participating MSEs with quote price within price band of L1+15%, such MSE shall be considered as L1 bidder by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. The Non-MSE L1 bidder will be repositioned as L2 bidder for award of Contract.

(b) In case of more than one MSE within price band of L1+15%, the lowest quoted MSE amongst such MSEs will be considered as L1 bidder and the second lowest MSE bidder amongst the MSEs within price band of L1+15% will be considered as L2 bidder and so on by bringing down their price to L1 price. After determining the status of all the MSEs, qualifying for purchase preference, in this way, status of the Non-MSE bidders will be determined based on their total quoted bid price. Suppose, in a scenario where there are 3 MSE bidders within price band of L1+15%, status of such MSEs bidders will be re-arranged as L1, L2 & L3 bidders based on their total quoted bid price. The status of other bidders (non-MSEs and the MSEs falling beyond price band of L1+15%) will be re-arranged as L4, L5.. etc based on their total quoted bid price.

c) In case there is more than one MSE bidders in the same position within price band of L1+15%, Lottery will be held among the MSE bidders only to decide L1/ L2.. positions.

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

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

2.4.7 **NOTE TO BIDDER(S) –**

(a) The quantities mentioned against each item in Schedule of Works under Part-3, Section-II are estimated quantities only which will be divided between L1 & L2 bidders as per the award criteria mentioned in para 2.5 below. The estimated quantities may decrease or increase at the time of actual execution of work and payment will be made against such actual work done only.

(b) Quoted Transportation Charges are to be inclusive of costs involved for both loaded and empty trips (reference Part-3, Section-II). **Payment will be made for the loaded trip only and no payment for the kilo meterage (running Charge) of the empty truck will be made. Bidders to quote accordingly.**

2.5 **AWARD OF CONTRACT:**

2.5.1 The status of the successful bidders will be determined as L1, L2, L3 and L4..... etc. on the basis of acceptable lowest quoted Bid price and after giving purchase preference to the eligible MSEs as mentioned in para 2.4.5 above.

2.5.2 The L1 & L2 bidders shall be awarded the contract in the ratio of 60:40 provided L2 bidder proportionately matches their line item wise rates with that of the L1 bidder so that the total bid value of L2 bidder becomes equal to that of the L1 bidder.

2.5.3 On failure of L2 bidder to comply with 2.5.2 above, L3 / L4 etc. bidders, if any, will be considered in that order for award of contract for remaining 40% of contract quantity subject to proportionately matching their line item wise rates with that of the L1 bidder so that the total bid value becomes equal to that of the L1 bidder.

2.5.4 However, if none of the other bidders (L2, L3, etc. in that order) agrees to proportionately match their prices to that of L1 bidder, procurement of remaining 40% of Tender quantity shall be processed through re-tendering.

2.5.5 In case of identical situation (where bidders happen to be two or more in the same position), the award of contract will be decided on the basis of Draw of Lots i.e Lottery.

3.0 **BID REJECTION CRITERIA:**

3.1 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Priced” Bids in electronic form through OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Priced Bid as per the PRICE BIDDING FORMAT.

3.2 Bid security shall be furnished as a part of Un Priced Techno Commercial Bid. Bid security must be submitted in a 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. In case of Bank Guarantee, original of the same 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 rejected.

Any Bid accompanied by bid security with (i) validity shorter than 150 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 150 days from the date of original Bid Closing i.e. minimum up to 21.10.2020

- 3.3 The price quoted by the bidder(s) must be kept firm during the performance of the contract and not subject to variation on any account except the following:-
- (a) First Variation in the quoted Transportation Charge (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.68.11** 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. 0.25/Km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0(zero).
- (b) Any bid submitted with an adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 3.4 Any bid received by the company after the deadline for submission of bids prescribed by the Company will be rejected.
- 3.5 Offers received in any form other than through OIL's e-Portal will not be accepted. Bidders have to submit their offer in Single Stage two Bid System as described in this tender document, otherwise the offer will be rejected.
- 3.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 3.7 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.
- 3.8 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Offers made by Bidders to whom bid is not issued will be rejected.
- 3.9 Bid received with validity of offer less than 120 (Hundred and Twenty) days from the date of Bid Opening will be rejected.
- 3.10 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 3.11 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-Priced Techno-Commercial Bid as per tender requirement under "**Technical Attachments**" Tab Page only.
- 3.12 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 Bond
 - (iii) Scope of work
 - (iv) Specifications
 - (v) Price Schedule

- (vi) Delivery / Completion Schedule
 - (vii) Period of Validity of Bid
 - (viii) Liquidated Damages
 - (ix) Performance Bank Guarantee / Security deposit
 - (x) Guarantee of material / work
 - (xi) Arbitration / Resolution of Dispute
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Integrity Pact
- 3.13 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 3.14 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. 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. If any bidder refuses to sign Integrity Pact or decline to submit the Integrity Pact, their bid shall be rejected.
- 4.0 **GENERAL:**
- 4.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- 4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be 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.
- 4.3 If any of the clauses of the Bid Rejection Criteria/ Bid Evaluation Criteria (BRC/BEC) contradict with the clauses of the Tender elsewhere, those in the BRC/BEC will prevail.
- 4.4 Conditional tender are liable to be rejected at the discretion of the Company.
- 4.5 The Company reserves the right to reject any or all of the Bids or accept any Bid, in full or in part without assigning any reason.
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OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPT, DULIAJAN

PART – 3
SECTION -I
GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK / SERVICE: HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STACKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.

DEFINITIONS:

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

- (i) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (iii) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (iv) **"Company"** or **"OIL"** means Oil India Limited;
- (v) **"Contractor"** means the Contractor performing the work under this Contract.
- (vi) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (vii) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (viii) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (ix) **"Wilful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- (x) **Area of operation:** - From any part in India to OIL's operational areas more specifically defined under Part – 3; Section-III: Special Terms & Conditions (SCC).

- 1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part 3, Section-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Section-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **Assam Field**.
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
- 2.0** The contractor shall provide all labour, supervision and transport and such specified materials described in Section-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
- 3.0** The Company's Engineer shall have power to:
- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
- b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
- c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
- d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part-3; Section-II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
- 4.0** The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Section-II if so ordered by the company at the same rates, terms and conditions.

5.0 The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

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

- (i) The Mines Act.
- (ii) The Minimum Wages Act, 1948.
- (iii) The Workman's Compensation Act, 1923.
- (iv) The Payment of wages Act, 1936.
- (v) The Payment of Bonus Act, 1965.
- (vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- (vii) Employees' Pension Scheme, 1995.
- (viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- (ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- (xi) GST Act.
- (xii) Assam Professional Trades, Callings and Employment Taxation Act, 1947 and its Rules as amended

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

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

8.0 The duration of the contract shall be for 04 (Four) years. The Contractor must complete the work as mentioned in PART-3, Section- III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

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

10.0 The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs.

(Not to be filled up by bidder while submitting the offer in Technical Attachments Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder)

(_____ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work Part-3, Section-II of this Contract.

On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

- 11.0** The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- 12.0** The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
- 13.0** The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil Mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.
- 14.0** The Contractor shall deploy local persons in all works.
- 15.0** The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 16.0** The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

17.0 GENERAL OBLIGATIONS OF COMPANY:

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

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

18.0 SPECIAL CONDITIONS:

- (a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- (b) Contractor(s) whosoever, is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if

applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

19.0 ARBITRATION:

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

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

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

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

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

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

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

20.0 FORCE MAJEURE:

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

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

- 20.2** Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.
- 20.3** Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate (if specified in the Contract) shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

21.0 TERMINATION:

- 21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.
- 21.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the

Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

- 21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 21.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 21.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination including the De-mob cost, if any.
- 22.0 CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 22.1** Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 22.2** In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:** Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.
- 24.0** In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.
- 25.0 SET OFF CLAUSE:** "Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

- 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- 27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.
- 28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:** In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.
- 29.0 SUBCONTRACTING:** CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.
- 30.0 MISCELLANEOUS PROVISIONS:** Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.
- 31.0 LIABILITY:**
- 31.1** Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 31.2** Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 31.3** The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 31.4** The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 31.5** Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 31.6** Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 31.7** The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 31.8** The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 31.9** **LIMITATION OF LIABILITY:** Notwithstanding any other provisions except only in cases of wilful misconduct and/or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

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

33.0 INDEMNITY AGREEMENT:

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

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

34.0 APPLICABLE LAW:

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

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

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

36.0 SUBSEQUENTLY ENACTED LAWS:

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

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

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

36.4 Notwithstanding the provision contained in clause 28.1 to 28.2 above, the COMPANY shall not bear any liability in respect of:

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

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

a) Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.

b) Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

37.0 GOODS AND SERVICES TAX:

37.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

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

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

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

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

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

37.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

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

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

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

37.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is/liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

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

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

37.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

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

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

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

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

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

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

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

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

37.24 Procurement of Specific Goods: Earlier, there was 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 was not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be levied on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

37.25 Documentation requirement for GST:

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorized representative. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
 - 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 advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

37.26 ANTI-PROFITEERING CLAUSE:

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

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

38.0 WITHHOLDING:

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

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

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.

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

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

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

40.0 PERFORMANCE SECURITY: The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of annualized Contract value) with validity of 03 (Three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

PART – 3
SECTION - II
SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

1.0 DESCRIPTION OF SERVICE: HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STACKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.

2.0 Schedule of Work, Unit and Quantity:			
Item No.	Description of Service	Unit of Measurement (UOM)	Estimated Quantity
1	DAY CHARGE PER TRUCK (Day Charge per truck of 10MT payload capacity : Area of Operation - Assam)	NO	12960
2	LOADING-OFFLOADING CHARGE PER TRUCK (Manual loading, unloading & staking of chemicals per truck load of 10 MT : Area of Operation - Assam)	NO	12960
3	TRANSPORTATION CHARGE (RUNNING CHARGE) Transportation charge (running charge) per Km for loaded trip only : Area of Operation - Assam)	KM	850000
4	DAY CHARGE PER TRUCK (Day Charge per truck of 10MT payload capacity : Area of Operation - Arunachal Pradesh)	NO	1440
5	LOADING-OFFLOADING CHARGE PER TRUCK (Manual loading, unloading & staking of chemicals per truck load of 10 MT : Area of Operation - Arunachal Pradesh)	NO	1440
6	TRANSPORTATION CHARGE (RUNNING CHARGE) (Transportation charge (running charge) per Km for loaded trip only : Area of Operation - Arunachal Pradesh)	KM	110000
7	MANUAL SHIFTING & STAKING CHARGE PER BAG (Manual shifting & staking of chemical bags of maximum 50 Kg weight up to a distance of maximum 250 meters : Area of Operation - Assam & Arunachal Pradesh)	NO	50000

NO PRICE IS TO BE GIVEN / INDICATED IN TECHNO – COMMERCIAL BID. PRICES/RATES ARE TO BE QUOTED IN THE “PRICE BID FORMAT IN THE ATTACHMENT OPTION UNDER “NOTES & ATTACHMENTS” OF OIL’S E-TENDER PORTAL. THE RATES QUOTED IN THE “PRICE BID FORMAT” WILL ONLY BE CONSIDERED FOR EVALUATION. IF PRICES/RATES ARE DISCLOSED/INDICATED IN TECHNO-COMMERCIAL/TECHNICAL BID THEN THAT OFFER WILL BE REJECTED.

3.0 The Bidder(s)/Contractor(s) must include all liabilities including statutory liabilities like daily wages, PF, EPF, ESI, Bonus, cost of uniform & safety, Insurance Premium under Group Personal Accident Policy etc. as applicable

for their crews and /or in delivering services but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

- 4.0 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

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

First Variation in the quoted Transportation Charge (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.68.11** 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. 0.25/Km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0(zero).

- 6.0 Quoted Transportation Charges are to be inclusive of costs involved for both loaded and empty trips (**reference Part-III**). **Payment will be made for the loaded trips only and no payment for the kilo meterage (running Charge) of the empty truck will be made. Bidders to quote accordingly.**

- 7.0 Mobilisation Period: Bidder/Contractor should be in a position to commence the work as per mobilization period of 30 days from the date of issue of LOA. However, the actual commencement date of the work under the agreement will be as per the work-order issued by Head-Transport only. On failure of the contractor to commence & complete the works as per the work orders, "Liquidated damage/compensation/penalty etc." will be recovered as per terms and condition of the Tender/Contract as the case may be, from the bills/ security-deposit etc.

- 8.0 Tenure of Agreement: Four (04) years from the date of commencement of works/ services.

- 9.0 Area of Operation: OIL's operational areas in Assam & Arunachal Pradesh.

- 10.0 The quantities mentioned above are purely for estimation purpose only **which will be divided between L1 & L2 bidders in the ratio of 60:40** if relevant BEC/BRC clauses are fulfilled. **The estimated quantitates** may decrease or increase at the time of actual execution of work and payment will be made against such actual work done only.

- 11.0 If desired, Company may extend the contract beyond four years at the option of Company on same terms & conditions but at mutually agreed rates limited to original contract rates.

- 12.0 The Bidder(s)/Contractor(s) shall submit their PAN, Service Tax 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 Service Tax Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder(s)/Contractor(s) shall be required to submit the same prior to commencement of the Contract.
- 13.0 The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPT, DULIAJAN**

**PART-3
SECTION-III**

SPECIAL TERMS AND CONDITIONS (SCC)

HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STACKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.

1.0 SCOPE OF WORKS -

Transportation including loading, offloading and stacking of various chemicals, acids, cement, etc. to various locations / installations of OIL's operational areas in Assam and Arunachal Pradesh by trucks of 10MT payload capacity as per Scope of Works detailed hereunder (reference Schedule of Works under Section-II)

1.1 A SCOPE OF WORKS UNDER ITEM NOS. (1) & (4) OF SECTION-II

(a) Services of trucks (Minimum 10 MT payload capacity trucks of vintage not earlier than 01.01.2011 with requisite manpower on every working day to carryout chemical transportation jobs against day-to-day requirements.

(b) Following numbers of trucks need to be engaged by the Contractors:
The Contractor to whom 60% of the services will be awarded will have to engage minimum 6 (six) trucks as above everyday throughout the year during the contractual period. The Contractor to whom 40% of the services will be awarded will have to engage minimum 4 (four) trucks as above everyday throughout the year during the contractual period. However, the requirement may increase from time to time based on day-to-day job requirements. Failure to comply with the same will attract liquidated damages / penalty (liquidated damages / penalty up to max. total 12 (twelve) trucks for the Contractor to whom 60% of the services will be awarded and 8 trucks for the Contractor to whom 40% of the services will be awarded).

(c) During Sundays and Holidays, the services of trucks generally will not be required and no payment will be made. Accordingly without specific advice from Company's engineer / representative, no truck will be placed for Company's duty on Sundays and Holidays. However, in case Company requires services of the truck/s on Sundays and Holidays and contractor is unable to provide the same, applicable liquidated damages / penalty shall be levied.

1.1 B SCOPE OF WORKS UNDER ITEM NOS. (2) & (5) OF PART-3 - SECTION-II

Loading of chemicals, acids, cement, etc. as the case may be on truck/s by deploying at least 4(four) helpers per truck and same has to be offloaded and stacked at the offloading site as per the direction of the Company. Loading, offloading & stacking of 10(ten) MT of chemicals, acids, cement, etc. as applicable per truck and deployment of minimum 4(four) helpers per truck for such operation will be taken as standard to complete ONE operation within reasonable time.

1.1. C SCOPE OF WORK UNDER ITEM NOS. (3) & (6) OF PART-3 - SECTION-II

Safe transportation of chemicals, acids, cement, etc. to its destination by trucks of minimum 10MT payload capacity through shortest pliable route within reasonable time as per the direction of the Company. Charge applicable for loaded trip only.

1.1 D SCOPE OF WORK UNDER ITEM NOS. (7) OF PART-3 - SECTION-II

Manual shifting including stacking of chemicals bags from one place to another (max. 50 Kg weight per bag and up to a distance of max. 250 meters) by deploying adequate number of personnel to complete the job within stipulated time period as directed/decided by Company's engineer / representative. [This job is additional to various jobs defined under Scope of Works Para. 1.1A to 1.1C above to meet emergency requirement of manual shifting/stacking of chemicals, cement, etc. as & when required.]

- 1.1 E** For transportation to areas in Arunachal Pradesh, if offloading cannot be carried out on the same day/at night and overnight stay is required in Arunachal Pradesh, contractor shall have to make his/her own arrangements for such stay of his/her truck & crew members, and no additional payment shall be made towards such arrangements.

2.0 JOB REQUIREMENTS, TERMS & CONDITIONS:

- 2.1** The contractor shall provide services of minimum committed numbers of trucks as mentioned in para 1.1 (b) above of minimum 10 MT payload capacity (vintage not earlier than 01.01.2011) with 4(four) helpers per truck every working day. However, the requirement may increase from time to time based on day-to-day job requirements. The contractor will provide the additional requirement within 24 (twenty-four) hours notice.
- 2.2** During Sundays and Holidays, the services of trucks generally will not be required and accordingly without specific advice from Company's engineer / representative, placement of trucks on Sundays and Holidays will not be allowed and no payment will be made. Regarding requirements of the trucks on such instances, the contractor shall effectively liaise with Company's engineer / representative.
- 2.3** Services under this contract shall be utilised for transportation including loading, offloading and stacking of various chemicals, acids, cement, etc. (all termed as chemicals henceforth hereunder) to various locations/installations of OIL's operational areas in Assam and Arunachal Pradesh.
- 2.4** It shall be the contractor's job & responsibility for safe loading of chemicals on truck/s and same has to be offloaded and stacked at the offloading site as per the direction of the Company. For the purpose, minimum 4(four) helpers per truck have to be engaged. Loading, offloading & stacking of 10(ten) MT of

chemicals per truck and deployment of minimum 4(four) helpers per truck will be taken as standard to complete ONE operation within reasonable time. [Accordingly, the crew for each truck shall comprise of 1(one) HMV driver and minimum 4(four) helpers.]

- 2.5 The Transportation Charges [Item Nos. (3) & (6) of SECTION-II] shall be applicable for loaded trip through shortest pliable route within reasonable time as per the direction of the Company. However, transportation involving less than 1 Km will be treated as 1 Km for payment purpose.
- 2.6 The loading point for the trucks shall normally be Industrial Area (Materials Godown) / New Industrial Area, Duliajan. However, in case the loading point is other than Industrial Area / New Industrial Area, the Transportation Charge shall be payable for half of the total KMs of the round trip considering the commencement & the end of transportation both at Industrial Area, Duliajan.
- 2.7 Each truck will be loaded to its capacity of 10(ten) MT. Even in case the payload capacity of the trucks provided by the contractor is/are more than 10(ten) MT, the trucks will be given only 10(ten) MT load as envisaged in this contract.
- 2.8 Once loaded, the truck shall transport and deliver the chemicals at the destination point (offloading site) same day or by next day as decided by Company's engineer / representative depending upon the distance and time of loading.
- 2.9 Depending upon the distance and time of loading, a truck may be required to halt overnight at any station (including in Arunachal Pradesh), but no additional halting charges will be payable. In such an event, the contractor shall have to arrange his/her own accommodation, expenditure, etc. for his / her truck & crew members.
- 2.10 The contractor has to deploy the trucks for its optimum utilization. If the job to be executed is for a short distance of loading/offloading points, the contractor will have to deploy the truck/s for more number of trips for the day so that the trucks are optimally used. The optimum use of trucks will be determined by Company's engineer / representative by taking into account all factors viz., distance, time for loading/offloading etc. Accordingly, after completing the job/s allocated on any particular day, the trucks shall report to Company's engineer / representative for further instruction/job for the day. Any lapse on this part will attract reduced payment and penalty as detailed in Para. 6.0 hereunder.
- 2.11 For any breakdown of truck/s, the contractor must replace the same with any other suitable truck/s for which no additional payment will be made.
- 2.12 The contractor shall not deploy additional truck/s on his/her own without getting advice from the Company's engineer / representative.
- 2.13 The contractor shall have to arrange all necessary tools & tackles, binding rope, tarpaulins (minimum two numbers of adequate size), etc. required for safe transportation of chemicals. Company's engineer / representative will have the power to reject any of these items, if found not suitable for use.
- 2.14 Each & every truck unit engaged under the contract agreement must be well painted and well maintained.
- 2.15 For manual shifting and stacking of chemicals bags from one place to another (max. 50 Kg weight per bag and up to a distance of max. 250 meters) contractor

shall depute adequate number of personnel to complete the job within stipulated time period as directed/decided by Company's engineer / representative.

- 2.16 The contractor shall follow the time schedule as decided by Company's engineer / representative. In case of delay in providing the services, liquidated damages / penalty will be levied as per clauses of the agreement.
- 2.17 The contractor will have to engage skilled supervisory staff for supervising the assigned jobs and also for necessary liaising with Company's engineer / representative. The supervisory staff shall report to Company's engineer / representative at 7.00 AM, 11.00 AM, 1.00 PM & 3.30 PM everyday and/or as & when required for taking instructions.
- 2.18 The contractor shall provide all necessary Personal Protective Equipment (PPE) to the crew members engaged in the trucks as well as engaged for manual shifting of chemicals.

3.0 DETAILS OF TRUCK UNITS -

- (a) VINTAGE: Not earlier than 01.01.2011.
- (b) Truck unit of minimum 10 MT payload capacity (viz. Tata 1613, Ashok Leyland 1613, etc. or any other make & model of truck unit with minimum 10 MT payload capacity).
- (c) Rear loading facility / platform with side boards (Foldable dalla in rear).
- (d) All standard lightings, fittings & accessories as per Motor Vehicle Act, two large Rear View Mirrors, First Aid Box, Fire Extinguisher, Spare Wheel, Towing Hook, Reversing Alarm, etc.
- (e) All necessary tools & tackles, binding rope, tarpaulins (minimum two numbers of adequate size), etc. required for safe transportation of chemicals (all - chemicals, acids, cement, etc.).

4.0 INSPECTION -

- (a) Each truck unit will be duly inspected / tested by the Company before commencement of jobs under this contract agreement. Any new unit placed subsequently may also be inspected / tested as necessary before accepting for operation. Such inspections/tests shall be carried out entirely at contractor's risk & responsibility. Any unit found deficient or defective in any manner will not be accepted until such deficiency is completely rectified to the satisfaction of the Company's engineer / representative.
- (b) In addition to inspection as above, each truck unit may be inspected as & when considered necessary during the tenure of the contract.
- (c) During each inspection, all statutory certificates as per MV Act viz. Registration, Pollution, Fitness, Permits, Driver's License, Insurance certificates, etc. are to be produced in original for verification. In case of ambiguity regarding vintage or any other of any truck unit, Company may get it verified from competent authority/OEM.

5.0 OTHERS COMPLIANCES -

- 5.1 Any loss/damage/pilferage of materials during handling/shifting/transportation will be on contractor's account and Company will recover the cost of such damages as decided by the Company's engineer / representative from the bills of the contractor. This will be without any prejudice to any other recourse the Company may have or exercise against the contractor.
- 5.2 The contractor shall pay compensation for any type of damage and will be responsible to promptly sort out all types of such disputes pertaining to injury/compensation, payment etc. with his personnel/crew engaged for the trucks as well as engaged for manual shifting of chemicals. Company shall not be responsible under any circumstances for any such claim/compensation that arises due to damages/injury to the contractor's trucks, property, crew members, staff, personnel, etc.
- 5.3 The truck engaged / services provided shall be free from all financial/legal complications & encumbrances and should there be any interruption in Company's jobs due to such complications, contractor shall compensate the loss incurred to the Company as decided by the Company.
- 5.4 It shall be solely the contractor's responsibility to fulfil all the legal formalities for his/her truck units & crew to ply in Dibrugarh, Tinsukia & Sivasagar district as well as in any other districts of Assam & Arunachal Pradesh as necessary. Each truck unit must have valid Registration, Pollution, Fitness, Permits, Insurance certificates as per applicable Motor vehicle Act. It shall also be the contractor's responsibility to procure and renew the necessary permits required for his crew and truck units to enter and work in Arunachal Pradesh. The driver of truck unit shall possess valid Driving Licence (Heavy).
- 5.5 Each & every truck unit engaged under the contract agreement must be well maintained for safety of all concerned. Any truck found to be not safe and suitable to carry chemicals shall not be accepted. Company's engineer / representative shall be the competent person to accept/reject such truck/s.
- 5.6 The contractor will be responsible and bear all the expenditure towards compliance of all statutory taxes / fees / premium etc. related to the transportation services as defined under Applicable Law of Part-1 of the agreement during the contractual period. Any default in compliance will be the responsibility of the contractor. The contractor shall also ensure strict adherence to all statutory norms under various labour and other laws as applicable for the services rendered against the contract agreement.
- 5.7 It will be entirely the responsibility of the contractor to ensure strict adherence to all safety measures during handling, shifting & transportation and safety of the crew members engaged by him/her. The contractor shall ensure that while carrying out the jobs, all safety norms are followed. Special care has to be taken while handling acid jars. It will be obligatory on the part of the contractor to comply with any additional safety requirements for such job as desired by the Company. An undertaking of safety measures to be adopted has to be given before the commencement of jobs under this contract agreement. The format for such declaration is available in OIL's Contracts Department.
- 5.8 The contractor shall provide all necessary Personal Protective Equipment (PPE) to the crew members engaged in the trucks as well as engaged for manual shifting of chemicals and shall ensure that they regularly use the PPE as per requirements of Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the members is found without PPE, the respective truck and/or the

member, as the case may be, will not be allowed to work and same will be treated as non-availability and accordingly shall attract penalty. In case the contractor has any problem in supplying Safety Boots, Safety Helmet etc. under PPE to the crew members, he/she may request Company to supply the same on chargeable basis.

- 5.9 Only adult physically fit persons shall be employed and in no case, minor workers will be allowed to work as crew member/staff. Decision of Company's engineer / representative as to the competency & suitability of any such member engaged by the contractor shall be final and binding on the contractor.
- 5.10 The crew shall refrain from smoking or carry any inflammable substance at any Company's installations.
- 5.11 All crew members/staff must be in physically and mentally fit condition and shall not be under influence of intoxication of any type while on duty. The crew engaged in the trucks shall have to comply with all the requirements as provided in the Motor Vehicle Act and the Rules framed there under.
- 5.12 The crew members/staff engaged by the contractor should be suitably trained on Safe Material Handling Practices. They may be required to undergo Mines Vocational Training arranged by the Company and contractor shall have no objection to it. Similarly, if Company arranges safety classes / training for the crew members, the contractor will not have any objection to such classes / training.
- 5.13 Company's engineer / representative may issue to the contractor from time to time various instructions as shall be necessary for the purpose of proper & adequate transportation/job completion and the contractor shall be bound by the same. Company's engineer / representative may refuse services upon non-compliance of the same.
- 5.14 The contractor shall ensure that his/her crew members follow the instruction of the Company's Engineer / Junior Engineer / representative present at site. The crew members shall also not refuse to follow any instruction on safe operation/handling given by Company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer.
- 5.15 The contractor shall not refuse to operate his/her trucks in slushy, muddy, and underfoot plinth conditions prevailing in oilfield areas, if Company's engineer /representative certifies the condition of plinth.
- 6.0 NOTES ON PAYMENT TERMS, LIQUIDATED DAMAGE (LD), PENALTY, ETC. -
 - 6.1 In case services of daily minimum committed numbers of trucks (ref. para 1.1 b above) are not provided on any day, Company shall levy liquidated damages / penalty twice the amount of DAY CHARGE under Item Nos. (1) & (4) of Section-II as applicable for each truck not provided per day. Similarly, if there is a requirement of more than the daily required minimum trucks based on day-to-day job requirements and same is not provided by the contractor, Company shall levy liquidated damages / penalty as above for each truck not provided per day up to a maximum of 6(six) additional trucks (i.e. liquidated damages / penalty up to a maximum total of 12 (twelve) trucks) for the Contractor to whom 60% of the services will be awarded. Similarly, liquidated damages / penalty applicable for the Contractor to whom 40% of the services will be awarded will be as above for each truck not provided per day up to a

maximum of 4(four) additional trucks (i.e. liquidated damages / penalty up to a maximum total of 8 (eight) trucks).

- 6.2 In the event the contractors place the minimum committed numbers of trucks as mentioned in para 1.1. b above but services are not utilized by the Company, a standby rate @ 80% (eighty percent) of the DAY CHARGE under Item Nos. (1) & (4) of Section-II as applicable for each truck not utilised shall be paid to the contractor.
- 6.3 In the event of Company has asked the contractor to provide more than the minimum committed numbers of trucks on any day but the services of the same are not utilized by the Company, standby rate as per Para 6.2 above for each truck not utilised shall be paid to the contractor.
- 6.4 The TRANSPORTATION CHARGE shall be applicable for loaded trip only through shortest pliable route. However, transportation involving less than 1 Km will be treated as 1 Km for payment purpose.
- 6.5 The loading point for the trucks shall normally be Industrial Area (Materials Godown) / New Industrial Area, Duliajan. However, in case the loading point is other than Industrial Area / New Industrial Area, the TRANSPORTATION CHARGES [Item Nos. (3) & (6) of SECTION-II] shall be payable for half of the total Kms of the round trip considering the commencement & the end of transportation both at Industrial Area, Duliajan.
- 6.6 Once loaded, the truck shall transport and deliver the materials at the destination point (offloading site) same day or by next day as decided by Company engineer / representative depending upon the distance and time of loading. In case only loading is done on the day of loading to deliver the materials on the next day/s, only @ 80% (eighty percent) of the DAY CHARGE for the loading day shall be payable, provided no other transportation job is carried out on the loading day by the particular truck against which DAY CHARGE is already payable.
- 6.7 In case contractor fails to deliver the materials within the stipulated time/day due to faults on their part (contractor's part), only @ 80% (eighty percent) of the DAY CHARGE for the day/s shall be payable i.e. 20% (twenty percent) of DAY CHARGE shall be deducted as liquidated damages / penalty and no additional DAY CHARGE shall be payable for the extended delivery period. However, for operational requirement if a loaded truck is NOT ALLOWED by Company to offload at the destination point even after reaching the destination point in time, DAY CHARGE shall be payable in full and delivery time shall be extended suitably. Any delay because of accident / shutdown of trucks during operation due to fault on contractor's part shall not be under the purview of this clause and same delay shall be on contractor's account only. The decision of Company's engineer / representative in this regard will be final and binding on the contractor.
- 6.8 In case a loaded truck cannot be offloaded because of situations beyond the control of the Company / contractor and the truck remains loaded on subsequent day/s and cannot be utilised for other jobs, a standby rate @ 80% (eighty percent) of the DAY CHARGE shall be paid to the contractor for such subsequent day/s.
- 6.9 In all above cases under Para. 6.6 to 6.8, the LOADING-OFFLOADING CHARGE [Item Nos. (2) & (5) of SECTION-II as applicable] shall be payable for 1(one) time only.

- 6.10 In case of interstate transportation, rates for Arunachal Pradesh (Item Nos. 4, 5 & 6 as applicable) will be applicable.
- 6.11 In absence of pliable bridge, Ferry charges on actual will be payable against submission of the Ferry Challan in original and on certification of Company's engineer / representative.
- 6.12 In case the trucks provided by the contractor fail to carry/transfer the requisite quantity of 10 MT, the contractor shall be paid proportionately the DAY CHARGE and the LOADING-OFFLOADING CHARGE (Item Sl. Nos. 1 & 2 or 4 & 5 of Section-II as applicable) for the quantity carried/transferred and liquidated damages / penalty @ 15% (Fifteen percent) of above two charges shall be levied against the balance quantity.
- 6.13 If the contractor is advised to report to an installation /godown/location other than Industrial Area / New Industrial Area, Duliajan for transportation of material either to Duliajan or to other installation/godown/location, but no loading is allowed for any reasons other than contractor's fault, the DAY CHARGE shall be payable in full even if no further transportation job could be carried out by the particular truck on that day. However, TRANSPORTATION CHARGE shall be payable for one way journey only and no LOADING-OFFLOADING CHARGE shall be paid.
- 6.14 If the contractor fails to provide manual shifting & stacking service (Item No. 7 of Section-II) on any particular day against the requirement of the Company, the liquidated damages / penalty will be levied twice the amount of the rate for the particular service for the day not provided. Similarly, in case of delay in carrying out jobs beyond the time limits specified by the Company's engineer / representative for a particular manual shifting and stacking service, liquidated damages / penalty up to a maximum of 10% (ten percent) of the total charges payable against the particular service may be levied at the discretion of the Company. The decision of Company's engineer / representative in this regard will be final and binding on the contractor.
- 6.15 The contractor shall be made responsible for damage / loss to Company's materials while handling / transportation. In case of un-repairable damage or loss, the actual replacement cost of the materials plus additional amount up to 10% (Ten percent) of the replacement cost shall be charged to the contractor depending on the importance. In case of partial damage, the actual repairing cost of the materials plus an additional amount up to 10% (ten percent) of the repairing cost shall be charged to the contractor. The decision of Company's engineer / representative in this regard will be final and binding on the contractor.
- 6.16 Except the rates detailed in Section-II and above, and escalation/reduction in the same due to change in fuel price, as applicable, no other charges, whatsoever may be, shall be payable to the contractor during the currency of the contract.

SECTION-IV

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

SUB: SAFETY MEASURES (SM)

Description of work/service: HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STACKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:
 - i) _____
 - ii) _____
 - iii) _____

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfil 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 unless it is specified in the contract. Ensure that all sub-contractors (if any, as per provision of the contract) hired by him comply with the same requirement as the contractor and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall follow the Safe Operating Procedure (SOP) of the Company for the work to be carried out.
4. Deleted.
5. Deleted.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME as per applicable stature. They may be issued cards/certificates stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance & employee information as in Form A (Part A & B), Form B, Form E and D as per Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 whereas accident report etc. are to be maintained in Form J, K etc. (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined in case of any emergency.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

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 **services under Tender No. CDT4180P21**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

For the Principal

Place: Duliajan

Date: --.--.2019

For the Bidder/Contractor

Witness1:

Witness 2:

(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).

BID FORM

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

SUB: BID FORM.
E-TENDER NO.: CDT418021

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 **10% of annualized contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the 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 _____ 20____ .

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)

OIL INDIA LIMITED

PRICE BIDDING FORMAT : E-TENDER NO. CDT4180P21

DESCRIPTION OF SERVICE: HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STACKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.					
<u>NAME OF BIDDER</u>					
-	<u>SAC Code</u>				
Item No.	Description of Services	UOM	Estimated Quantity	Rates (Rs.) (To quote by the Bidders)	Total Amount (Rs.)
A	B	C	D	E	F=D*E
10	DAY CHARGE PER TRUCK (Day Charge per truck of 10MT payload capacity : Area of Operation - Assam)	NO	12960		0.00
20	LOADING-OFFLOADING CHARGE PER TRUCK (Manual loading, unloading & staking of chemicals per truck load of 10 MT : Area of Operation - Assam)	NO	12960		0.00
30	TRANSPORTATION CHARGE (RUNNING CHARGE) Transportation charge (running charge) per Km for loaded trip only : Area of Operation - Assam)	KM	850000		0.00
40	DAY CHARGE PER TRUCK (Day Charge per truck of 10MT payload capacity : Area of Operation - Arunachal Pradesh)	NO	1440		0.00
50	LOADING-OFFLOADING CHARGE PER TRUCK (Manual loading, unloading & staking of chemicals per truck load of 10 MT : Area of Operation - Arunachal Pradesh)	NO	1440		0.00

60	TRANSPORTATION CHARGE (RUNNING CHARGE) (Transportation charge (running charge) per Km for loaded trip only : Area of Operation - Arunachal Pradesh)	KM	110000		0.00
70	MANUAL SHIFTING & STAKING CHARGE PER BAG (Manual shifting & staking of chemical bags of maximum 50 Kg weight up to a distance of maximum 250 meters : Area of Operation - Assam & Arunachal Pradesh)	NO	50000		0.00
TOTAL(Rs.)					0.00
<p>1.0 Bidder must include all liabilities including statutory liabilities like daily wages, PF, EPF, ESI, Bonus, cost of uniform & safety, Insurance Premium under Group Personal Accident Policy etc. as applicable for their crews and /or in delivering services but excluding GST in their quoted rates. 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. Any input credit benefit received by the party must be passed on to OIL.</p>					
<p>2.0 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.</p>					
<p>3.0 Tendered cost of Fuel per litre: Rs. 68.11 per litre (HSD)</p>					
<p>4.0 Before quoting Bidders are requested to go through the whole Tender Document.</p>					
<p>5.0 The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of change in tendered cost of fuel. Details are in Part 3-Section-II of the Tender.</p>					
<p>6.0 Quoted Transportation Charges are to be inclusive of costs involved for both loaded and empty trips (reference Part-3, Section-III). Payment will be made for the loaded trips only and no payment for the kilo meterage (running Charge) of the empty truck will be made. Bidders to quote accordingly.</p>					
<p>7.0 The quantities mentioned above are purely for estimation purpose only which will be divided between L1 & L2 bidders in the ratio of 60:40 if relevant BEC/BRC clauses are fulfilled. The estimated quantities may decrease or increase at the time of actual execution of work and payment will be made against such actual work done only.</p>					
<p>8.0 The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor</p>					

FORMAT FOR BIDDER DETAILS

(To be filled up by the Bidder as applicable)

Photo

1. Name of the Bidder:

2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.) with details of owner/partner/director:

3. Registered Postal Address with PIN Code:

4. Telephone Number:

5. Mobile Number:

6. E-mail ID:

7. Fax Number:

8. PAN:

9. GST Registration No. (if available):

10. PF Code (if available):

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

12. 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:

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

/Online Payment Gateway.

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).

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,

GM-CONTRACTS

OIL INDIA LIMITED

DULIAJAN-786602

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDT4180P21

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)

UNDERTAKING: ANNEXURE-C (TO BE FILLED BY THE BIDDER)

BRC CLAUSE NO. 2.1.3

**To,
THE GM-CONTRACTS(HoD)
OIL INDIA LIMITED
DULIAJAN**

**Sub: Declaration.
Tender No. CDT4180P21**

Dear Sir,

With reference to above noted tender, I/We hereby confirm that if the contract under the above tender is awarded to me/us, I/We would engage requisite number of truck units as per specification, model, vintage etc. and carryout the jobs strictly as per the tendered specifications and all other terms & conditions.

I/We give below the Registration No. along with make, model & vintage of **03(three) truck units** that are registered in my/our name. Photocopies of Registration Certificates, Insurance Certificate, Permit of each truck unit and other documents as specified in the Tender are enclosed herewith.

Sl. No.	Registration No.	Make	Model	Vintage (Year of Manufacture)
1				
2				
3				

I/We further confirm that I/We shall carryout the jobs strictly as per specifications, terms & conditions of the tender.

Yours faithfully,

Signature: _____

Name: _____

For M/S. _____

Address: _____

STATEMENT OF NON-COMPLIANCE
E-TENDER NO.: CDT4180P21

(Only exceptions/deviations to be rendered)

1.0 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 GM-CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM- 786602**

Sir,

SUB: LETTER OF AUTHORITY
E-TENDER NO.: CDT4180P21

2.0 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 SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STACKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.**

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.

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

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

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

STANDARD FORMAT OF PERFORMANCE SECURITY (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 - 786 602.

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed 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 Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

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

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of..... (Name of the Bidder) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURNOVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref.: Note 'b.' under Clause 2.2 Financial Criteria of BEC-BRC of Tender No.
CDT4180P21**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

AGREEMENT FORM

CONTRACT NO. _____

FOR

“HIRING OF SERVICES FOR TRANSPORTATION INCLUDING LOADING, OFFLOADING AND STACKING OF VARIOUS CHEMICALS, ACIDS, CEMENT, ETC. TO VARIOUS LOCATIONS / INSTALLATIONS OF OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.”

This Agreement is made on _____ day of _____ 2020 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 ‘ _____ ’ 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. _____.

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 Schedule of company's Plants, Materials and Equipment (SCPME)
- (e) Section-V indicating the Safety Measures.

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

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

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

SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF:

<u>OIL INDIA LIMITED</u> (COMPANY) (CONTRACTOR)
Signature: _____ Name: _____ Designation: _____	Signature: _____ Name: _____
In presence of: 1) _____ 2) _____	In presence of: 1) _____ 2) _____

CHECK LIST

Sl No	BRC/BE C Clause No. of Tender Document.	Description	Bidders Remarks Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
1	1.0	<p><u>GENERAL CONFORMITY:</u></p> <p>The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in 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.</p>		
	2.1	<u>TECHNICAL CRITERIA:</u>		
2	2.1.1	<p>The bidder must have experience of successful completion/execution of one similar work of minimum Rs.88.65 lakhs (Rupees Eighty Eight Lakhs Sixty Five Thousand Only) in Public Sector Undertaking (PSU)/Central Government Organization /State Government Organization /Government Corporations in previous seven (7) years to be reckoned from the original bid closing date of the tender date i.e within the period 22.05.2013 to 21.05.2020 (both day inclusive). Documentary evidence must be submitted along with the Technical Bid.</p> <p>Documentary evidence must be submitted along with the Un-Price Techno-Commercial Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. as applicable showing:</p> <p style="text-align: center;">(a) Gross value of job done; and (b) Nature of job done; and (c) Time period covering as per the NIT.</p> <p>Only Letter of Intent (LOI) / Letter of Award (LOA) and/or Work Order(s) are not acceptable as evidence. However, if Letter of Intent (LOI)</p>		

		<p>/ Letter of Award (LOA) and/ or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL's own records of execution.</p> <p><u>Notes to clause 2.1.1:</u></p> <p>(i) "Similar Work" means- Services of providing Chemical Transportation Job or Transport services involving heavy vehicles/Logistics equipment having registered laden weight not less than 10000 Kg.</p> <p>(ii) The bidder must have experience of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/Government Corporations for any length of time during the last 07(seven) years ending on 21.05.2020 (Original Bid Closing Date) i.e. for any length of time within the period 22.05.2013 to 21.05.2020 (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out one similar work of minimum Rs. 88.65 lakhs. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of 22.05.2013 to 21.05.2020; but the value of work done must be of requisite amount within the period.</p> <p>(iii) Bidder(s) executing similar nature of work which is still running will also be taken into consideration if the bidder(s) meets the prescribed value within the period as mentioned above in one similar work.</p> <p>(iv) Similar work executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting the experience.</p>		
3	2.1.2	<p>Bidder must possess an operating fleet of minimum 3(three) trucks of minimum 10 MT payload capacity and of vintage not earlier than 01.01.2011 in his/her/their name. Following documents of each these three trucks are to be submitted along with the bid:</p> <p>a) Self-attested photocopies/copies of</p> <p>i) Registration Certificates. ii) Insurance certificate. iii) Assam and Arunachal Permit.</p>		

		<p>b) Self-attested photocopies/copies of any one of the following documents:</p> <p>i) Original Invoice. Or</p> <p>ii) Sale Certificate in Form-21 and Road-Worthiness Certificate in Form-22</p> <p>c) In absence of the documents mentioned in Para b) above, the bidders shall submit a letter (self-attested & photocopy) issued by the Original Vehicle Manufacturer in their letter head certifying at least the chassis number, Engine number and month & year of manufacture of the offered vehicle.</p>		
4	2.1.3	Bidder must give an undertaking as per prescribed format (Annexure-C) declaring that if awarded with the contract by OIL, he/she would engage requisite number of trucks of requisite payload capacity & vintage and carryout the jobs strictly as per the tendered specifications (detailed in Section-III of Part-3) and all other terms & conditions of this tender.		
	2.2	FINANCIAL CRITERIA:		
5	2.2.1	Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs.88.65 lakhs (Rupees Eighty Eight Lakhs Sixty Five Thousand Only) .		
6	2.2.2	<p>Net worth of bidder must be positive for preceding financial/accounting year.</p> <p>Note: The Net worth to be considered against Clause 2.2.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013</p>		
		<p>Notes to BEC Clause 2.2 above:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-H.</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p>		

		<p>b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Annexure-I</p>		
		<p>c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>		
		<p>d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p>		
	2.3	<u>COMMERCIAL:</u>		
7	2.3.1	<p>Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Priced” Bids in electronic form through OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal; otherwise, the bid will be rejected. All other techno-commercial documents other than price details are to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under “Technical Attachments” Tab Page only.</p>		
8	2.3.2	<p>Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p>		

9	2.3.3	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.		
10	2.3.4	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.		
11	2.3.5	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.		
12	2.3.6	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various items are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.		
13	2.3.7	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.		
14	2.3.8	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.		
15	2.4	<u>EVALUATION OF BID:</u> The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:		
16	2.4.1	Bids will be evaluated on the basis of Total Bid Price achieved by addition of the Amount against each Item No. (Description of service) quoted by the bidder under Price Bidding Format. The amount for each Item No. (Description of service) is calculated by multiplying the 'Quantity' and the 'Rate per unit'		
17	2.4.2	Except above rates payable as per terms & conditions detailed in Part-3 of this tender document and escalation/reduction thereon due to change in fuel price, as applicable, no other charges whatsoever, shall be payable to the contractor during the currency of the contract.		

18	2.4.3	Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.		
19	2.4.4	Any bid offering part service shall not be considered for evaluation.		
20	2.4.5	<p>PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>(a) In case there is only one participating MSEs with quote price within price band of L1+15%, such MSE shall be considered as L1 bidder by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. The Non-MSE L1 bidder will be repositioned as L2 bidder for award of Contract.</p> <p>(b) In case of more than one MSE within price band of L1+15%, the lowest quoted MSE amongst such MSEs will be considered as L1 bidder and the second lowest MSE bidder amongst the MSEs within price band of L1+15% will be considered as L2 bidder and so on by bringing down their price to L1 price. After determining the status of all the MSEs, qualifying for purchase preference, in this way, status of the Non-MSE bidders will be determined based on their total quoted bid price. Suppose, in a scenario where there are 3 MSE bidders within price band of L1+15%, status of such MSEs bidders will be re-arranged as L1, L2 & L3 bidders based on their total quoted bid price. The status of other bidders (non-MSEs and the MSEs falling beyond price band of L1+15%) will be re-arranged as L4, L5.. etc based on their total quoted bid price.</p> <p>c) In case there is more than one MSE bidders in the same position within price band of L1+15%, Lottery will be held among the MSE bidders only to decide L1/ L2.. positions.</p> <p>(d) In case any part of the work is sub-contracted to a Micro or Small Enterprise as</p>		

		per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL		
21	2.4.6	DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSES: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidders are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed		
22	2.4.7	NOTE TO BIDDER(S) – (a) The quantities mentioned against each item in Schedule of Works under Part-3, Section-II are estimated quantities only which will be divided between L1 & L2 bidders as per the award criteria mentioned in para 2.5 below. The estimated quantities may decrease or increase at the time of actual execution of work and payment will be made against such actual work done only. b) Quoted Transportation Charges are to be inclusive of costs involved for both loaded and empty trips (reference Part-3, Section-II). Payment will be made for the loaded trip only and no payment for the kilo meterage (running Charge) of the empty truck will be made. Bidders to quote accordingly.		
	2.5	AWARD OF CONTRACT: Award of contract will be done as under:		
23	2.5.1	The status of the successful bidders will be determined as L1, L2, L3 and L4..... etc. on the basis of acceptable lowest quoted Bid price and after giving purchase preference to the eligible MSEs as mentioned in para 2.4.5 above.		
24	2.5.2	The L1 & L2 bidders shall be awarded the contract in the ratio of 60:40 provided L2 bidder proportionately matches their line item wise rates with that of the L1 bidder so that the total bid value of L2 bidder becomes equal to that of the L1 bidder.		
25	2.5.3	On failure of L2 bidder to comply with 2.5.2 above, L3 / L4 etc. bidders, if any, will be		

		considered in that order for award of contract for remaining 40% of contact quantity subject to proportionately matching their line item wise rates with that of the L1 bidder so that the total bid value becomes equal to that of the L1 bidder.		
26	2.5.4	However, if none of the other bidders (L2, L3, etc. in that order) agrees to proportionately match their prices to that of L1 bidder, procurement of remaining 40% of Tender quantity shall be processed through re-tendering.		
27	2.5.5	In case of identical situation (where bidders happen to be two or more in the same position), the award of contract will be decided on the basis of Draw of Lots i.e Lottery.		
	3.0	<u>BID REJECTION CRITERIA (BRC):</u>		
28	3.1	Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Priced" Bids in electronic form through OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Priced Bid as per the PRICE BIDDING FORMAT.		
29	3.2	<p>Bid security shall be furnished as a part of Un Priced Techno Commercial Bid. Bid security must be submitted in a 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. In case of Bank Guarantee, original of the same 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 rejected.</p> <p><u>Any Bid accompanied by bid security with (i) validity shorter than 150 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.</u></p> <p><u>Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of original Bid Closing i.e. minimum up to 21.10.2020.</u></p>		
30	3.3	The price quoted by the bidder(s) must be kept firm during the performance of the contract and not subject to variation on any account except the following:-		

		<p>(a) First Variation in the quoted Transportation Charge (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.68.11 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. 0.25/Km (excluding GST) for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0(zero).</p> <p>(b) Any bid submitted with an adjustable price quotation other than the above will be treated as non-responsive and rejected.</p>		
31	3.4	Any bid received by the company after the deadline for submission of bids prescribed by the Company will be rejected.		
32	3.5	Offers received in any form other than through OIL's e-Portal will not be accepted. Bidders have to submit their offer in Single Stage two Bid System as described in this tender document, otherwise the offer will be rejected.		
33	3.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.		
34	3.7	The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.		
35	3.8	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Offers made by Bidders to whom bid is not issued will be rejected		
36	3.9	Bid received with validity of offer less than 120 (Hundred and Twenty) days from the date of Bid Opening will be rejected		
37	3.10	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document		
38	3.11	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under " Notes		

		and Attachments” tab in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-Priced Techno-Commercial Bid as per tender requirement under “ Technical Attachments” Tab Page only		
39	3.12	<p>Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD / Bid Bond (iii) Scope of work (iv) Specifications (v) Price Schedule (vi) Delivery / Completion Schedule (vii) Period of Validity of Bid (viii) Liquidated Damages (ix) Performance Bank Guarantee / Security deposit (x) Guarantee of material / work (xi) Arbitration / Resolution of Dispute (xii) Force Majeure (xiii) Applicable Laws (xiv) Integrity Pact 		
40	3.13	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.		
41	3.14	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 . 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. If any bidder refuses to sign Integrity Pact or decline to submit the Integrity Pact, their bid shall be rejected.		
	4.0	<u>GENERAL:</u>		
42	4.1	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and		

		binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.		
43	4.2	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated 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.		
44	4.3	If any of the clauses of the Bid Rejection Criteria/ Bid Evaluation Criteria (BRC/BEC) contradict with the clauses of the Tender elsewhere, those in the BRC/BEC will prevail.		
45	4.4	Conditional tender are liable to be rejected at the discretion of the Company.		
46	4.5	The Company reserves the right to reject any or all of the Bids or accept any Bid, in full or in part without assigning any reason.		