

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
E-mail ID: contracts@oilindia.in
Website: www.oil-india.com

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 **E-Tender No.: CDT6734P18**
- 2.0 **Description of Services: Hiring of Services for Road Transportation of Goods to & from Duliajan, Assam and other parts of India upto OIL's Sairang Stores Yard near Aizawl, Mizoram for a period of two (2) years with a provision for extension by another one (1) year at mutually agreed rates limited to the rates as incorporated in the contract and terms & conditions at OIL's option.**
- 3.0 **Type of Bid: Open e-Tender; Single Stage - Two Bid System**
- 4.0 **Tender Fee: Rs. 1,050.00 (Rupees One Thousand Fifty only) (Including GST)
Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted.**
- 5.0 **Period of Tender fee payment: 20.12.2017 to 02.01.2018 (upto 03:30 PM, Server Time)**
- 6.0 **Bid Closing date & time: 09.01.2018 at 11.00 AM (IST) (Server Time)**
- 7.0 **Technical Bid Opening date & time: 09.01.2018 at 02:00 PM (IST) (Server Time)**
- 8.0 **Priced Bid Opening date & time: will be intimated to the eligible bidders nearer the time.**
- 9.0 **Bid Submission mode: Bids must be uploaded in OIL's e-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal>.**
- 10.0 **Bid Opening Place: Office of the CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.**
- 11.0 **Bid Validity: 120 days from the Bid Closing date.**
- 12.0 **Bid Security: Rs. 4,81,000.00 (Rupees Four Lakhs Eight One Thousand only)**

Notes:

- (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.
- (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.
- (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.

13.0 **Bid Security Validity:** minimum **150 days** from the original bid closing date.

14.0 **Amount of Performance Security:** 10% of annualised Contract value.

15.0 **Validity of Performance Security:** 90 (ninety) days beyond the contract period/duration.

16.0 **Quantum of Liquidated damages:** Liquidated damage @ 0.5% (half percent) of the total freight charges payable against a particular consignment per week or part thereof will be charged for delay beyond stipulated transportation time for the first four (4) weeks. In case of delay beyond 4 weeks, Liquidated damage will be applicable @1% (one percent) per week subject to a maximum of 7.5 % (Seven and half percent).

17.0 **Bids to be addressed to:** CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.

18.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

18.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

18.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

- 18.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 18.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 18.5 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.
- 18.6 **EXEMPTION OF TENDER FEE:**
- 18.6.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.
- 18.6.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.
- 18.7 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **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- 2807171/7192.
- 19.0 **IMPORTANT NOTES:**
Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, 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.
- ii) **BACKING OUT BY L-1 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.

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

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

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned 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.

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

vii) The tender is invited under **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 "Priced Bid" files.

Go to this Tab **"Technical Attachments"** for Uploading "Technical Bid".

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

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above.

Note:

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

20.0 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:

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

21.0 OIL now looks forward to your active participation in the Tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(B. Brahma)
Manager – Contracts (TS)
For Chief General Manager – Contracts
FOR RESIDENT CHIEF EXECUTIVE

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

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

2.0 BID DOCUMENTS:

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

- a) A Forwarding Letter highlighting the following points:
 - (i) IFB/Tender No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders (Part-1)
- c) BRC /BEC (Part-2)
- d) General Conditions of Contract (Part-3, Section-I: **GCC**)
- e) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
- f) Special Conditions of Contract (Part-3, Section-III: **SCC**)
- g) Safety Measures (Part-3, Section-IV: **SM**)
- h) Integrity Pact (**Appendix-I**)
- i) Bid Form (**Appendix-II**)
- j) GST (**Appendix-III**)
- k) **Annexures - A to I.**
- l) Price Bid Format (**Proforma-A**) and Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-B(PP-LC)**.

- 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. If Price is mentioned in Technical Bid/“Technical Attachments” tab then that offer/Bid will be rejected.

(C) 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:**

- (i) Price Bidding Format as per **Proforma-A**
- (ii) Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-B(PP-LC)**.

6.0 BID PRICE:

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

6.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account 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. If Price is mentioned in Technical Bid/ “Technical Attachments” tab then that offer/Bid will be rejected.** 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 Bids shall remain valid for **120 days** from the date of Bid Closing date.
- 7.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity.

8.0 FORMAT AND SIGNING OF BID:

The bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder to bind the Bidder to the contract.

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's Name" digital certificates [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India 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 organization's name", 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. Bid 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.

10.0 DEADLINE FOR SUBMISSION OF BIDS:

- 10.1 Bids should be submitted on-line up to **11.00AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.

- 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 dead line.
- 10.3 The documents in physical form as specified must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

11.0 LATE BIDS:

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

12.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 12.1 Bidders will be permitted by 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 e-Portal. But, no changes would be allowed by the system once the due date & time for submission of bids has been reached.
- 12.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 12.3 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

13.0 EXTENSION OF BID SUBMISSION DATE:

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

14.0 BID OPENING AND EVALUATION:

- 14.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (available in Annexure part of bid documents) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Technical bid is uploaded in the "Technical Attachments" Tab only and no price should be mentioned anywhere under the Technical Attachments.
- 14.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next full working day and time.
- 14.3 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.

- 14.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 14.3.
- 14.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 14.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of work or which limits in any substantial way, in-consistent way 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.
- 14.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 14.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

15.0 EVALUATION AND COMPARISON OF BIDS:

- 15.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 15.2 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.

16.0 CONTACTING THE COMPANY:

- 16.1 Except as otherwise provided in Clause 12.0 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 14.4.
- 16.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

17.0 AWARD CRITERIA:

OIL will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive and as per award criteria mentioned in BEC / BRC part provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

18.0 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.

19.0 NOTIFICATION OF AWARD:

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

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

20.0 SIGNING OF CONTRACT:

20.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

20.2 Within **02 (two) weeks** of issue of "**Letter of Award (LOA)**", the successful bidder(s) will be required to pay an interest free Security Money amounting to **10% of annualized contract value** by way of **BANK GUARANTEE** (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised / Scheduled Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL's Standard forms of Agreement. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

20.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of issuance of debarment notice.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnished false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

22.0 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.

23.0 EXEMPTION FROM SUBMISSION OF TENDER FEE (COST OF BID DOCUMENT):

Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

In case of MSEs/CPSUs/ Government Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before 07 (seven) days of bid closing date.

24.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

Central Government Departments and Central Public Sector undertakings are exempted from submitting Bid Security. If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

25.0 DISCOUNTS / REBATES:

25.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

25.2 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 discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

26.0 BACKING OUT BY BIDDER:

26.1 In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 02(two) years from the date of issuance of debarment notice.

26.2 Backing out by successful bidder/ L1 bidder after issue of LOI/ LOA: In case LOI / LOA issued is not accepted by the successful bidder / L1 bidder or the Security Money / Performance Security is not submitted as per terms of the tender/ contract within the time specified in the Bid Document, the Earnest Money/ Bid Bond/ Bid Security shall then be forfeited and the bidder/firm shall be debarred for 02(two) years from the date of issuance of debarment notice.

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

Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. The details clauses applicable for this tender are as under:

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

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

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

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

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

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

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

27.2.3 At the bidding stage the bidder shall provide **Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-B(PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

27.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated

lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

27.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

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

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

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

For example:

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

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

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

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

27.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

27.8 Determination of LC

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

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

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

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

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

27.8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

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

27.9 Calculation of LC and Reporting

27.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

27.9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

27.10 Certification and Verification

27.10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

27.10.1.1 At bidding stage:

a) Price Break-up

(i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause **27.2.3**.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

(i) The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **27.2.1**, such undertaking shall become a part of the contract.

(ii) Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **27.2.2**.

27.10.1.2 After Contract Award

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

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

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

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

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

27.11 Sanctions

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

27.11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

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

27.11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and

above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

- 27.11.5** In pursuance of the clause above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (**Annexure I**) equivalent to the amount of PBG.

PART-2
BID REJECTION CRITERIA/BID EVALUATION CRITERIA (BRC/BEC)

1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the scope of work and terms & conditions given in this bid document. Bids shall be rejected in case the equipment and services offered do not conform to required parameters stipulated in the scope of work. Notwithstanding the general conformity of the bids to the stipulated terms of reference, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.1 TECHNICAL:

1.1.1 The Bid must cover the entire services mentioned in the scope of work and rates/prices must be quoted clearly & strictly in accordance with the "Price Bidding Format" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-tender portal. **Bid, which does not include all the jobs/services mentioned in the tender document/Price Bid format will be considered as incomplete and rejected.**

1.1.2 The Bidder must be a Bank Approved Carrier possessing valid Registration Certificate of Indian Banks' Association as on the bid closing date. Copy of valid Registration Certificate of the Indian Banks' Association must be submitted along with the bid.

1.1.3 The Bidder should have successfully executed at least one road transport service contract of **Rs. 60.00 lakhs (Rupees Sixty Lakhs Only)** of carrying industrial goods & equipment for any Central/ State Govt. Departments or Public Sector Undertakings during the last seven (7) years as on the original bid closing date.

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

- (i) The bidder must have experience of providing road transport service contract to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Corporations for any length of time during the last 07(seven) years ending on 09.01.2018 (Original Bid Closing Date) i.e. for any length of time within the period 10.01.2011 to 09.01.2018 (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out one similar work of minimum **Rs. 60.00 lakhs**. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of 10.01.2011 to 09.01.2018; but the value of work done must be of requisite amount within the period.

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.

- (ii) Similar work executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting the experience.

1.1.4 The Bidder should be in possession of minimum ten (10) Tractor Trailer units (capacity 20 MT minimum each) and ten (10) Trucks (capacity 9 MT minimum each), out of which five (5) each should be with National Permit. Photocopy of UP-TO-DATE & VALID RC Books, Insurance certificates and National Permits of the aforesaid vehicles must be submitted along with the Techno-commercial Bid.

1.1.5 The Bidder should have service network across the country with office set up at least in Kolkata and Guwahati. Additionally, they must have a branch office in the Northeast regions i.e., places like Sivasagar/Nazira/Dibrugarh/ Tinsukia/ Digboi/Duliajan/Aizawl. List of branches with detailed address, Fax No., Telephone No., E-mail ID, Name of contact person with mobile No. etc. to be provided along with the Techno-commercial Bid.

1.2 FINANCIAL CRITERIA:

1.2.1 The bidder shall have an annual financial turnover of minimum **Rs. 36.00 lakhs (Rupees Thirty-Six Lakhs Only)** during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

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

1.2.3 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year **2016-2017** has actually not been audited so far'.

Notes:

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) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may

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

- 1.2.4** In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

1.3 COMMERCIAL:

- 1.3.1** The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

- 1.3.2** Bid security for an amount 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 **08.06.2018.**

- 1.3.3** The quoted rates 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) In the event of any change of price of H.S.D. from the present price of **Rs. 61.25/Litre** rates will stand revised. For every 1% (one percent) increase or decrease of H.S.D price at Duliajan, the company will be liable to increase or decrease the Truck, Trailer and Tonnage rates by 0.30% (decimal three zero percent).
- (b) Any bid submitted with an adjustable price quotation other than the above will be treated as non-responsive and rejected.

- 1.3.4** Conversion for Voluminous material will be done based on following formula:

- (a) The weight of the Bulky cargo i.e. cargo having a disproportionately high Volume to weight ratio, will be calculated on the basis of 1.7 Cubic Meter (60 Cubic Feet) per Metric Ton. The volume weight when taken into consideration will be limited to the maximum carrying capacity of the vehicle for which the vehicle is registered with appropriate authority.

- 1.3.5** The maximum ODC surcharge payable shall be limited to 30% of the normal freight amount of the consignment.

- 1.3.6** Demurrage charge / Wharfage charge at Railway siding or any other place, if incurred, will have to be borne by the bidder in case the time taken by Contractor to place the vehicles requisitioned by Company is more than the allowable free time.
- 1.3.7** Any bid received by the company after the deadline for submission of bids prescribed by the company will be rejected.
- 1.3.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 1.3.9** 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.
- 1.3.10** Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or by their authorized representative on all pages, failing which the bid shall be rejected.
- 1.3.11** 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 initialed 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.
- 1.3.12** The bidders are required to quote for all the items as given in the Bid Evaluation Criteria failing which, the bid will be rejected.
- 1.3.13** The bidders should submit hard copy of only those documents which are specifically mentioned in the tender.
- 1.3.14** 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.
- 1.3.15** The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the company will be rejected.
- 1.3.16** Bid received with validity of offer less than **120 (one hundred twenty) days** from the date of Technical Bid Opening will be rejected.
- 1.3.17** 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.
- 1.3.18** 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.

1.3.19 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

1.3.20 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

2.0 BID EVALUATION CRITERIA (BEC):

2.1 The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria (BEC) given below.

2.2 If there is any discrepancy between the unit rate and total price, the unit rate will prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amount mentioned in words shall prevail and will be adopted for evaluation.

2.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated and compared on the basis of total bid price taking into account the quantum indicated in Clause No. 2.4 below and price/rate quoted therein for the particular sector/ distance slab.

2.4 The Bids will be evaluated based on quantum given below which is the estimated transport requirement for a period of two years:

(A) POINT TO POINT BASIS:

Srl. No.	From/To (same rate for to & from)	Tonnage (MT) for Bid evaluation)		
		Sundry	Full Truck	Full Trailer
1.	Duliajan to Aizawl (Sairang)	50	150	1700

(B) ON DISTANCE SLAB BASIS:

Srl.	Distance Range	Tonnage (MT) for Bid evaluation)
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No.	in KM	KM to be considered for Bid Evaluation	Sundry	Full Truck	Full Trailer
1.	0 - 100	100	10	18	20
2.	101 - 500	500	10	18	60
3.	501 - 1000	1000	25	45	100
4.	1001 & above	2000	25	45	100

(C) SERVICES OF CRANE AT SAIRANG STORES YARD:

Srl. No.	Crane operations	Tonnage (MT) for Bid evaluation)
1.	Unloading/Loading at Sairang Stores	1700

TOTAL ESTIMATED CONTRACT COST = Total Cost of (A) + (B) + (C) above

3.0 AWARD OF CONTRACT:

- For ascertaining overall ranking of Bidders, the total bid price will be worked out taking the quantum indicated above and the prices/rates quoted for the particular sector/distance slab & for services of Crane.
- It is to be however clearly understood that the quantum indicated above are only for ascertaining the comparative positions of the Bidders. Transportation of goods and utilization of crane will be as per actual requirement and the successful bidder/carrier will have no objection in handling more or less than the indicated quantity.
- In case of identical lowest offered total contract value by more than one bidder, the selection will be made by draw of lots between the parties offering same lowest price.

4.0 PURCHASE PREFERENCE CLAUSE for MSME:

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

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

(c) 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.

(d) 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 any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

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

Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at **Clause No. 27.0 of Part-1 (ITB)** and shall have to submit all undertakings / documents applicable for this policy”.

6.0 GENERAL:

- 6.1** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.2** OIL will not be responsible for delay, loss or non-receipt of applications/documents for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 6.3** In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the company will be final and binding on the bidders. No deviation will however, be accepted in the clauses covered under BRC.
- 6.4** To ascertain the substantial responsiveness of the bid the company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.
- 6.5** In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.
- 6.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

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

BRIEF DESCRIPTION OF SERVICE: Hiring of Services for **Road Transportation of Goods** to & from Duliajan, Assam and other parts of India upto OIL's Sairang Stores Yard near Aizawl, Mizoram for a period of two (2) years with a provision for extension by another one (1) year on same rates, terms & conditions at the option of Company.

This service contract agreement (herein after referred to as Contract') made on this _____ day of _____, 20__ between OIL INDIA LTD, a body corporate and established under the Companies Act 1956, having its registered office at Duliajan, Assam, PIN - 786602 (hereinafter called 'Company' which expression shall unless otherwise provided, include its executors, successors, administrators and permitted assignees) on one part

AND

Shri/Smt/M/s..... carrying on business as proprietor / partners / Company under the name and style of _____ and having his/her/their Registered/Main Office in the State of _____ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted Assigns on the other part.

Whereas, the Company desires to hire the above mentioned services. Whereas, the Contractor represents that he/she/they has/have adequate capacity to undertake the aforesaid service and is equipped with fully trained personnel capable of adequately operating and providing the required services.

NOW THEREFORE, in consideration of the mutual covenants and contracts hereinafter contained, it is hereby agreed to the following:

- 1.0 "AGREEMENT"** means this service agreement.
- 2.0 AREA OF OPERATION:** From any part in India to OIL's operational areas, primarily to & fro Aizawl, Mizoram to any part of India, but Company reserves the right to utilize the services for its other operational areas as well in India as defined under Part-3 Section-III: Special Terms & Conditions (SCC).
- 3.0 COMMENCEMENT:** Bidder should be in a position to take up the jobs immediately after issue of LOA as and when requisitioned. Work-orders will be issued by Company from time to time during the validity of contract for road transportation of materials/goods. Contractor/Carrier to undertake the assigned work as per work-orders only. Failure of the Contractor/Carrier to commence & complete the works as per the work orders will attract "Liquidated Damage/compensation/penalty etc." as provisioned in Part-III, Section-III (SCC) hereof.
- 4.0 BID SECURITY (EMD) / PERFORMANCE SECURITY DEPOSIT:**
- 4.1 BID SECURITY (EMD) DEPOSIT:**

Failure of the Contractor to sign the agreement within reasonable time of its presentation to them shall constitute sufficient grounds for the annulment of the award of the contract and forfeiture of the Bid Security Deposit, in which event, the Company may award the contract to the next evaluated bidder or call for new bid or negotiate with the next lowest bidder as deemed fit.

4.2 PERFORMANCE SECURITY DEPOSIT:

The Contractor shall upon acceptance of the tender, pay to the Company within two weeks of issue of Letter of Award (LOA) a Security Deposit amounting to **10% of annualized contract value** by way of BANK GUARANTEE valid beyond **90 days** of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised/Scheduled Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of Bid Security apart from any other actions the company may take at its sole discretion.

The Performance Security Deposit shall be payable to the Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Agreement.

The Security Deposit will be refunded to the contractor within 90 Days of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

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

5.1 The Contractor shall ensure full compliance of various Indian laws and statutory regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authority for conducting operations under the contract :-Motor Vehicle Act, Octroi Duties Act, Port Trust Acts, Indian Railways Act, Mines Act, 1952 as applicable to safety & employment conditions and subsequent amendment, Oil Mines Regulations-1984 wherever applicable Workmen's Compensation Act, Payment of Wages Act, The Minimum Wages Act, Payment of Bonus Act 1965, Contract Labour (Regulation & abolition) Act 1970 and the rules framed there under, Employees Pension Scheme 1995, Interstate Migrant Act 1979 (Regulation of employment & conditions of services), The Employees Provident Fund & Misc. provisions act, Central Excise Act, Income Tax Act 1961, Assam Finance Act 1956, Assam Sales Tax Act 1947, Central Sales Tax Act 1957, Assam Pollution Control Board's Rules & Regulation Service Tax Act, Oil Mines Regulations 2017 and any other Acts as applicable from time to time.

5.2 The contractor should be fully conversant with the laws applicable to work under this contract and all other relevant rules and connected laws and to abide by them so that jobs assigned are performed efficiently in time. In case of violation of any of the RULES/ACTS/LAWS, the contractor shall be responsible for the consequences arising out of the violation and in no way Company (OIL) will be responsible for it.

5.3 The contractor or his representative shall abide by the RULES regarding SAFETY & SECURITY measures at the STORE YARD/GODOWN of OIL and other points.

5.4 The fleet of vehicles/Transport equipment, which shall be used for the execution

of this contract, must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS, INSURANCE etc. duly approved by appropriate Govt. Authorities.

- 5.5** All goods moving within the Indian Union on account of the Company are covered under a Block (Annual Open) Insurance Policy taken by the Company. This Insurance is for the exclusive benefit of the Company and shall not accrue to the benefit of the contractor. The Company will arrange Transit Insurance for its goods. The contractor shall be responsible to issue Certificate of Facts pertaining to loss assessed by Surveyor/Competent Authorities to the Company within 7 (Seven) days from the date of provisional claim forwarded to the contractor for the purpose of lodging final claim on Insurance Company or any other party.

6.0 TERMINATION:

- 6.1 Termination on expiry of contract:** This contract shall be deemed to have been automatically terminated on the expiry of the contractual period unless the Company has exercised its option to extend the contract in accordance with the provisions of the Contract Agreement.

- 6.2** The contract may be terminated at any time by either party without indicating any reason by giving 90 (*NINETY*) DAYS PRIOR notice in writing of its intention to do so to the other party. In case of unsatisfactory performance of the contractor, Company solely reserves the right to terminate the contract by giving 30 (*THIRTY*) days written notice.

- 6.3 Termination on account of Insolvency of the Contractor:** In the event that the Contractor at any time during the term of the contract becomes insolvent or makes a voluntary assignment of the contract for the benefit of its 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 right and privileges hereunder shall stand terminated forthwith. In such eventuality the company shall pay the contractor the applicable rate for the services performed if due upto the date of termination of the contract. As soon as petition, if any, is made for declaration of insolvency to the court, the Contractor shall keep the Company informed of the fact in writing.

6.4 Consequences of Termination:

- (i) In all cases of termination herein set forth the obligation of the Company to pay the charges shall be limited to the period up to the date of termination and the Contractor will not be entitled to any damage or compensation on account of termination.
 - (ii) Notwithstanding the termination of this contract, the Contractor shall reasonably continue to be bound by the provisions of this contract that reasonably require some action forbearance after such termination.
- 7.0 FORCE MAJEURE:** In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Transport

Supplier's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (*Seventy Two*) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

8.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

8.1 Arbitration (Applicable for Suppliers/Contractors other than PSU): -

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

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto 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 pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

- (h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- (i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- (j) The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- (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.

8.2 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 8.01 & 8.02 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

9.0 LIABILITY & INDEMNITY:

- 9.1** Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment / vehicle(s) or loss or damage to the property of the Contractor or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by wilful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 9.2** Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective how such injury, illness or death is caused by wilful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 9.3** Except as otherwise, expressly provided, neither the Contractor nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by wilful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 9.4** Neither the Contractor nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury, illness or death is caused unless caused by wilful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 9.5 INDEMNITY AGREEMENT:**
- 9.6** The Contractor agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations / services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

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

9.8 INDEMNITY APPLICATION:

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

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

10.0 TAXES & LEVIES:

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

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

11.0 ASSIGNMENT:

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

12.0 SUB-CONTRACT:

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

13.0 STATUTORY OBLIGATIONS:

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

14.0 SET OFF CLAUSE:

Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the

contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

15.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

16.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF SERVICES: Liquidated damage @ 0.5% (half percent) of the total freight charges payable against a particular consignment per week or part thereof will be charged for delay beyond stipulated transportation time for the first four (4) weeks. In case of delay beyond 4 weeks, Liquidated damage will be applicable @1% (one percent) per week subject to a maximum of 7.5 % (Seven and half percent).

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:

SIGNED & 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) _____

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

Description of Work/Service: Hiring of Services for Road Transportation of Goods to & from Duliajan, Assam and other parts of India upto OIL's Sairang Stores Yard near Aizawl, Mizoram for a period of two (2) years at mutually agreed rates limited to the rates as incorporated in the contract and terms & conditions at OIL's option.

- 1.0 SCHEDULE OF QUANTITY (SOQ):** The tentative requirements as assessed by Company for execution of jobs covered under this tender are highlighted below and evaluation of Bids to determine the inter-se-ranking of successful bidders will be made accordingly based on the rates to be quoted/agreed by the bidders. However, the actual quantity/requirement may vary depending upon the site conditions & other unforeseen reasons. Therefore, payment will be made on the basis of actual job requirements and execution thereof by the Contractor under the agreement.

(A) POINT TO POINT BASIS:

Sl. No.	From/To (same rate for to & from)	Tonnage (MT)) for Bid evaluation		
		Sundry	Full Truck	Full Trailer
1.	Duliajan to Aizawl (Sairang)	50	150	1700

(B) ON DISTANCE SLAB BASIS:

Sl. No.	Distance Range in KM	Tonnage (MT) for Bid evaluation			
		KM to be considered for Bid Evaluation	Sundry	Full Truck	Full Trailer
1.	0 - 100	100	10	18	20
2.	101 - 500	500	10	18	60
3.	501 - 1000	1000	25	45	100
4.	1001 & above	2000	25	45	100

(C) SERVICES OF CRANE AT SAIRANG STORES YARD:

Sl. No.	Crane operations	Tonnage (MT)) for Bid evaluation
1.	Unloading/Loading at Sairang Stores	1700

NOTE:

- 1.0 The bids will be evaluated based on the above parameters/quantities which are the estimated requirement for a period of 2 (two) years. (Refer Price Bid Format: Proforma-A)
- 2.0 All statutory liabilities in respect of vehicles/equipment and manpower engaged by the Contractor in executing this contract shall be solely to the Contractor's account.
- 3.0 **Bidders must quote against all the items, otherwise their bid will be rejected.** The rates shall be quoted per unit as specified in the PRICE BIDDING FORMAT (Proforma-A) attached under “Notes & Attachments” tab of OIL's e-Tender

portal. The rates quoted in the “PRICE BID FORMAT” will only be considered for evaluation. No price is to be given / indicated in Techno-Commercial bid. **Prices/Rates are to be indicated in “Notes & Attachments” tab only.** If Prices/Rates are disclosed/indicated in Techno-commercial/Technical Bid, then that offer will be rejected.

- 4.0 Bidder must include all liabilities including statutory liabilities 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.
- 5.0 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.
- 6.0 The rates quoted by the Bidder shall be fixed and firm during the performance of the contract and not subject to variation on any account except in respect of the following:

“In the event of any change of price of H.S.D. (from the present price of **Rs. 61.25/Litre** based on Duliajan Price), RATES will stand revised. For every 1% (one percent) increase or decrease of H.S.D price at Duliajan, the company will be liable to increase or decrease the Truck, Trailer and Tonnage rates by 0.30% (decimal three zero percent)”.
- 7.0 **Tenure of Agreement:** 2 (two) years with a provision for extension by another one (1) year at mutually agreed rates limited to the rates as incorporated in the contract and terms & conditions at OIL’s option.
- 8.0 **Tendered cost of Fuel (HSD): Rs. 61.25 per litre** of normal Diesel based on Duliajan price.
- 9.0 The quantity mentioned above is for Bid Evaluation purpose only. Handling of goods will be as per actual requirement and the bidders will have no objection for more or less than the indicated quantity. Payment shall be made on actual tonnage handled by the bidder during the contractual validity.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

Description of Work/ Service: Hiring of Services for Road Transportation of Goods to & from Duliajan, Assam and other parts of India upto OIL's Sairang Stores Yard near Aizawl, Mizoram for a period of two (2) years at mutually agreed rates limited to the rates as incorporated in the contract and terms & conditions at OIL's option.

1.0 AREAS OF OPERATION:

The areas to be covered for to & fro transportation of goods primarily from Duliajan, Assam upto Sairang Stores Yard near Aizawl in the state of Mizoram. However, Company reserves the right to utilize the services under the contract for transportation of Company materials to & from any other places within India upto Sairang Stores Yard near Aizawl. For the purpose of job execution under this contract, transportation of goods to & from Duliajan and Sairang shall be considered on "Point to Point" basis, whereas transportation to & from other areas shall be governed by the "Distance Slabs" on per MT per KM basis. Services of Crane for unloading from and/or loading to Contractor's vehicle at Sairang Stores Yard only shall be provided by the Contractor as and when required. Depending on the Company's requirement, the volume of work may increase or reduce, for which Contractor will not have any reservation whatsoever.

2.0 DEFINITIONS:

- (a) "**Company**" means OIL INDIA LIMITED (OIL)
- (b) "**Day**" means calendar day of 24 hours.
- (c) "**Ton**" or 'Metric Tonne' means 2204.6 lbs or 1000 kgs.
- (d) "**Contractor**" means any individual / firm / company engaged as Transport agent or Carrier to whom the contract for transportation is awarded.
- (e) "**Contract Agreement**" means the agreement entered into between Company and Contractor, as recorded in the contract agreement signed by the parties, including provisions of all attachments & appendices thereto and all documents incorporated by reference therein.
- (f) "**Distance**" means the distance by the shortest approachable and plying ROUTE in between the places of LOADING & DELIVERY. Details explained in Clause 3.0 below.
- (g) "**Weight**" means gross weight of the Stores, Goods, Materials, Equipment etc. to be transported in Kg or MT.
- (h) "**Date of booking**" means date on which Company or any other person acting on behalf of Company including a supplier (who is directed by the Company) to offer consignment(s) to the Contractor for carriage in writing.
- (i) "**Trailer load**" means minimum cargo of 20 (Twenty) MT & "**Truck load**" means minimum cargo of 9 (Nine) MT. However, when load(s) transported by

a vehicle is more than above, weight will be considered as per the consignment note.

- (j) **"Sundries"** means different small consignments considered collectively. Sundry load(s) are NOT one Truck or Trailer load. For carriage it can be combined with consignments not belonging to the Company (OIL) in the carriage.
- (k) **"Over Dimensional Consignments" (ODC)** shall mean Over Dimensional Consignment exceeding the following dimensions:

<u>DESCRIPTION OF LOAD</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>HEIGHT</u>
TRUCK LOAD	5.9 m	2.1 m*	2.35 m
TRAILER LOAD	12.2 m	2.5 m	2.35 m**

* Goods if accommodated within the side walls of the Truck shall not attract ODC charges in width even if the width exceeds 2.1 meters.

** Laden containers on Trailers shall not be considered as ODC in height if the same is upto 4.2 meters in height from ground level.

- (l) **"Supplier"** means who has business relation with Company and has been instructed by Company to despatch goods.
- (m) **"Urgent load"** means a load declared so by the authorised officer.

3.0 DETERMINATION OF DISTANCE:

For the purpose of determination of distance in case of Stations or any place not specified, the distance involved in transportation shall be determined with reference to State P.W.D.'s statistics or through a certificate from ALL INDIA AUTOMOBILE ASSOCIATION. In other cases from the meter reading of Company's vehicle's if practicable, which the Contractor may also verify. For the purpose of payment, the shortest distance amongst the above three sources will be taken as standard. Company reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 150 km. Freight payment for excess distance to travel for the diversion, if any, will be paid as per applicable rates.

4.0 DETERMINATION OF WEIGHT:

FOR TRANSPORTATION BY ROAD:

- (a) Consignor's Invoice weight shall be accepted as weight of the consignment. However, 50 (Fifty) kg or Rs. 50.00 (Rupees Fifty) whichever is higher will be considered as the minimum chargeable weight/freight. One copy of the Forwarding Note of the Company's Supplier/Consignor showing the Gross weight of the consignment should be attached with the Carrier's Consignment Note for verification of weight and same shall be deemed as actual and chargeable weight for payment purpose. In the event of any dispute / doubt, the Consignee or any competent officer will have the right to verify the same and a variation of upto a maximum of +/- 2% will be permissible. Payment will be made as per the actual weight received.
- (b) The weight of the Bulky cargo i.e. cargo having a disproportionately high Volume to weight ratio, will be calculated on the basis of 1.7 Cubic Meter (60

Cubic Feet) per Metric Ton. The volume weight when taken into consideration will be limited to the maximum carrying capacity of the vehicle for which it is registered with appropriate authority.

5.0 SELECTION OF VEHICLE(S):

If the dimension of a consignment is within 5.9m x 2.1m x 2.35m, and weight is within the RLW of the suppliers' fleet of truck, same has to be transported by truck only. The Contractor/Carrier has to inspect the consignment before providing suitable vehicle(s). Where Company is satisfied that the material CANNOT be accommodated in the truck due to odd size / volume of the package, a suitable Trailer has to be provided.

6.0 OVER DIMENSIONAL CONSIGNMENTS (ODC):

6.1 ODC shall mean consignment exceeding the following dimensions:

<u>DESCRIPTION OF LOAD</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>HEIGHT</u>
TRUCK LOAD	5.9 m	2.1 m*	2.35 m
TRAILER LOAD	12.2 m	2.5 m	2.35 m**

* Goods if accommodated within the side walls of the Truck shall not attract ODC charges in width even if the width exceeds 2.1 meters.

** Laden containers on Trailers shall not be considered as ODC in height if the same is upto 4.2 meters in height from ground level.

6.2 ODC surcharges i.e. ODC payment will be considered in case measurement of the consignment exceeds any of the dimensions i.e. length/width/height as above. ODC surcharge will be regulated as under:

6.2.1 LENGTH: ODC surcharge on length shall be payable @ 10% of freight charges for every increase of 30 centimetres or part thereof beyond the normal length as mentioned in clause 6.1 above.

6.2.2 WIDTH: ODC surcharge in width shall be payable for the consignment exceeding beyond 1.25 Meters from the Central line of the Vehicle on either side @ 10% for every increase of 10 Cm. or part thereof beyond the permissible width of 1.25 Meters from the Central line of the Vehicle.

6.2.3 HEIGHT: ODC surcharge of height shall be payable for the consignment exceeding 2.35 Meters in height (dimension of consignments only) @ 10% for every increase of 10 Cm. or part thereof beyond 2.35 Meters. In the case of containers, the ODC surcharges shall not be payable up to the height of 4.2 meters. from ground level. The surcharges for height of containers beyond 4.2 meters shall be payable @ 10% for every increase of 10 Cm. or part thereof.

6.3 The maximum ODC surcharge payable shall not exceed 30% of the normal freight amount of the consignment.

6.4 ODC surcharges on the payable freight shall be admissible for carriage of ODC exceeding the Standard dimension specified under Clause 6.1 subject to the permissibility in accordance with relevant applicable rules, regulations and laws.

- 6.5 Efforts shall be made to move the consignments by deployment of such vehicles that the consignment remains within the possible limits of projection as per Motor Vehicle Rules. In case the same is not possible, it shall be the sole responsibility of the Contractor to take special permission from all concerned authority.
- 6.6 The Contractor/Carrier shall be responsible for transportation of ODC consignment NOT exceeding the following dimensions:
- (i) Width: Not exceeding 1.5 meters in case of trailers and 1.05 meters in case of trucks on any one side from the central line of the vehicle.
 - (ii) Length: Not exceeding 14.4 meters in case of trailers and 6.5 meters in case of Trucks.
 - (iii) Height: Not exceeding 2.8 meters in the case of trailers and 2.35 meters in case of trucks (excluding containers).

7.0 TRANSPORTATION TIME:

7.1 FOR TRANSPORTATION BY ROAD:

- (i) The Contractor/Carrier shall be responsible to provide suitable vehicle within 48 (Forty Eight) hours from the date & time of notice, which will be 24 hrs in case of urgent transfer of goods.
- (ii) On receipt of the notice, the Contractor/Carrier shall take custody of all goods at the originating points and deliver them at the indicated destinations within maximum period as under after expiry of 48/24 hours (as may be applicable) from the date & time of notice:

Distance (Km)	Full Truck Load	Sundry Load	Full Trailer Load
0-100	1 day	2 days	2 days
101-500	5 days	8 days	8 days
501-1000	10 days	15 days	15 days
> 1000	Beyond 1000 Km, one day per 100 Km or part thereof will be allowed in addition to the above time duration against each type of Load.		

7.2 BONUS FOR URGENT TRANSFER OF GOODS

Company agrees to make 10% (ten percent) Bonus payment over normal freight charges for goods declared as **“Urgent Load”**, provided the Contractor's vehicle covers an average distance of 200 km per day for TRAILOR LOAD & SUNDRY consignments and an average of 300 km per day for full TRUCK LOAD consignments and reach the destination. The duration will be counted from the date of notice to the date of delivery of goods by the vehicle at the destination. Transshipment of materials during transit will not be permitted in such cases, except for accident or breakdown.

8.0 NON-EXECUTION OF WORK / RISK CLAUSE:

If a particular consignment is not lifted for carriage by the Contractor/Carrier or not provided with sufficient number of suitable vehicles within the stipulated time

or not providing services of crane as requisitioned, Company shall be at full liberty to assign the work either in full or in part to any other agency at the risk and cost of the Contractor/Carrier. Any extra cost if incurred in making such alternative arrangement shall be recovered either from the Contractor's pending bills or from Security Deposit or any other dues pending with the Company.

9.0 LIQUIDATED DAMAGES:

Liquidated damage @ 0.5% (half percent) of the total freight charges payable against a particular consignment per week or part thereof will be charged for delay beyond stipulated transportation time for the first four (4) weeks. In case of delay beyond 4 weeks, Liquidated damage will be applicable @1% (one percent) per week subject to a maximum of 7.5 % (Seven and half percent).

10.0 ENTRY RESTRICTIONS TO COMPANY PREMISES:

Contractor's vehicle(s) shall be permitted to enter Company's area for loading and unloading purposes on following days:

MONDAY TO FRIDAY: 8.00 AM to 1.00 PM

Vehicles will not be permitted to enter on Saturdays, Sundays & Holidays and in such cases the Company shall not be liable for any extra payment by way of Detention charges except for those cases where the vehicle reported earlier. However, Company may in special cases relax above conditions at its sole discretion.

11.0 UNLOADING & PROVIDING OF CRANE HANDLING SERVICE:

It will be sole responsibility of the Transport contractor/Carrier to arrange for and provide suitable crane service for unloading/loading of materials from/to their vehicle at Sairang (Mizoram) Store yard as and when required during the currency of contract. All tubular items and individual package of consignments above 200 Kgs shall require crane service. Specific endorsement in this regard shall be obtained from the Company in-charge at Sairang on the Consignment Note.

12.0 DELIVERY / COLLECTION INSTRUCTIONS:

Sundry consignments weighing less than 3 (Three) Tons shall be delivered by Company's Supplier, if any, at Contractor/Carrier's godown nearest to the loading point. However, Contractor will be required to place vehicle(s) for Delivery / Collection of consignments weighing more than 3(Three) Tons at the Loading / Unloading points. All consignments booked for the Company will be delivered in the Company's respective receiving godown on door delivery basis, irrespective of weights. Similarly, all consignments booked by the Company will be collected from the respective godown of the Company irrespective of weights.

13.0 CONSIGNMENT NOTES:

Consignment notes issued against despatches must indicate the following:

- (a) Brief description of Goods
- (b) No. of packages / boxes.
- (c) OIL's order No. or Reference No. if any
- (d) Name of Consignee and Consignor
- (e) Actual weight and volume in case of bulky cargo
- (f) Freight element

- (g) Clear indication for crane services, if any.
- (h) Clear indication for escort services, if any.

14.0 RECOVERY AGAINST DAMAGES / SHORTAGES:

- (i) If any equipment/store is damaged or lost in the course of HANDLING / TRANSPORTING /LOADING / UNLOADING / STACKING, the whole or part of the value of the item(s) damaged / lost / not accounted for shall be recovered from the Contractor's bills. If the damaged part of the equipment is repairable, the cost of repairs as assessed by the Company shall be recoverable from the Contractor. However, claims will be lodged by Company on insurance company in case damages / repairs are valued more than **Rs.10,000.00 (Rupees Ten Thousand) for indigenous items** and **Rs.20,000.00 (Rupees Twenty Thousand) for imported items** against certificate of facts issued by the Contractor. The Contractor will be liable to face counter claim by insurance company. Decision of the Company in all such cases shall be final and binding on the Contractor. In case of any delay in issuing the certificate the entire amount will be recovered from the Contractor.
- (ii) The Contractor shall also compensate the Company for loss or damage, if any, caused by him or his people in executing the contract. Loss or damage as determined by the Company shall be final and binding on the Contractor.

15.0 TRANSIT INSURANCE:

All goods moving within the Indian Union on account of the Company are covered under a Block (Annual Open) Insurance Policy taken by the Company. This Insurance is for the exclusive benefit of the Company and shall not accrue to the benefit of the Contractor. The Company will arrange Transit Insurance for its goods. The Contractor shall be responsible to issue Certificate of Facts pertaining to loss assessed by Surveyor / Competent Authorities to the Company within 7(Seven) days from the date of provisional claim forwarded to the Contractor for the purpose of lodging final claim on Insurance Company or any other party.

16.0 CONVERSANT WITH RULES & REGULATION:

- (i) The Contractor should be fully conversant with the laws applicable to work under this contract including MOTOR VEHICLE ACTS, OCTROL DUTIES ACTS, PORT TRUST ACTS, CONTRACT LABOUR ACTS, INDIAN RAILWAY ACTS etc. and all other relevant rules and connected laws and to abide by them so that jobs assigned are performed efficiently in time. In case of violation of any of the RULES / ACTS / LAWS, the Contractor shall be responsible for the consequences arising out of the violation and in no way Company (OIL) will be responsible for it.
- (ii) The Contractor or his representative shall abide by the RULES regarding SAFETY & SECURITY measures at the STORE YARD / GODOWN at Duliajan, Aizawl and other points.
- (iii) The fleet of vehicles / Transport equipment which shall be used for the execution of this contract must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS, INSURANCE etc. duly approved/issued by appropriate Govt. Authorities.

17.0 CREW MEMBERS WITH VEHICLES:

- (i)** Persons engaged by the Contractor shall carry authority letter from the Contractor which shall have to be produced whenever asked for by any of the officials of the Company during transportation and handling of materials in the premises of the Company.
- (ii)** The Contractor must ensure that minimum 3 (three) persons excluding a Driver are available with vehicle / equipment during the time of LOADING / UNLOADING.
- (iii)** Any misbehaviour to any persons of the Company by the Contractor's men involved with this contract will be taken very seriously. The Contractor must replace such offender immediately on written advice from the Company. If there is any loss or damage caused to OIL's persons / property due to vandalism, same will be assessed by the Company and will be recovered from the pending bill or Security Deposit or any other dues pending with the Company with an intimation to the Contractor, depending on the severity of the offence, which again will be decided by the Company, the contract may be terminated without assigning any reason. This shall not attract the provision of ARBITRATION CLAUSE.
- (iv)** The Contractor and his staff including crew shall observe all rules for Entry / Exit at all places, Godowns, drilling sites etc. In connection with loading / unloading / transportation etc., any loss / damage due to any acts by above persons shall be made good from the Contractor's pending bills. All persons shall work with diligence and in a workman-like manner effecting utmost economy for the Company.

18.0 CLAIMS:

- (i)** All consignments intended for carriage will be packed according to the normal commercial standards and such packing shall be accepted by the carrier as adequately packed materials, for the purpose of this contract and no claim by the Contractor on the ground of inadequate packing will be entertained.
- (ii)** All claims raised by the Company on the Contractor, for which the same is legally liable, shall be settled by the Contractor either directly to the Company or through Insurance Company within a maximum period of 15 (Fifteen) days from the date of claims.
- (iii)** The number of packages / bundles / pieces indicated by weight or packets or both must be clearly written in the relevant consignment notes. Physical delivery should be affected at the destination accordingly. The Contractor shall be responsible to make good of any shortages/damages reported by the destination authorities. The Contractor or his representative shall be responsible to issue certificate for short/ damage consignment to the Company WITHIN 7 (Seven) DAYS from the date of claims issued by the competent authority of the Company. IN CASE OF DELAY IN ISSUANCE OF THE CERTIFICATE BEYOND 7 DAYS, THE CONTRACTOR WILL BE FULLY LIABLE TO SETTLE THE CLAIM TO THE COMPANY (OIL) WITHOUT ANY DEMUR.
- (iv)** Claims shall be preferred by the respective spheres of the Company (OIL), if the consignment is:

- (a) Not delivered within the period as specified in CLAUSE 7.1(ii), from the date of collection / acceptance.
- (b) Delivered short / damaged / leaked / in broken conditions.
- (c) Value of goods lost, broken and short delivered will be fixed by the Company or its authorised representative, on the basis of supplier's Invoice plus incidental charges. Short / damaged certificate will be issued at the time of delivery of consignment by the Contractor.

19.0 OPERATIONAL AREAS:

The Contractor should have service network across the country with office set up at least in Kolkata and Guwahati. Additionally, they must have a branch office in the Northeast regions i.e., places like Sivasagar/Nazira/Dibrugarh/Tinsukia/Digboi/ Duliajan/Aizawl. List of branches with detailed address, Fax No., Telephone No., E-mail ID, Name of contact person with mobile No. etc. to be provided alongwith the Techno-commercial Bid. In other places where Contractor's branch offices are not there, the Contractor shall establish his office / make arrangements with his associates to deliver / dispatch OIL's materials from these stations on behalf of the Contractor. Moreover, if there is no office set up at Duliajan and Aizawl, the Contractor should open office set up or make necessary arrangements both at Duliajan and Aizawl on award of contract.

20.0 DETENTION CHARGES:

Detention charges will be paid if a truck or trailer load is detained in the Company premises, provided the vehicle report between 7.00 AM to 11.00 AM between Monday to Friday. If the vehicle report after 11.00 AM, detention charges will be counted from 7.00 AM next working day. Detention Charges will be at the following rate:

For Truck: Rs. 500.00 per day per truck beyond 24 Hrs. of reporting time at loading or unloading point.

For Trailers: Rs. 1,000.00 per day per trailer beyond 48 Hrs. of reporting time at loading or unloading point.

Above charges will be applicable only in case of delay in loading / unloading due to Company's fault.

21.0 ESCORT DUTY:

For consignment declared as "URGENT LOAD" by GM (NEF) or Company's authorized representatives, the transporter is required to provide Escort. Rs.400.00 per man-day plus return rail fare by Sleeper Class would be payable by OIL for availing Escort service. The duties of the ESCORT will be to provide information of the movement of the consignment by Telephone / FAX / E-mail etc. at every two days interval to the specified address as instructed. Company reserves the right to recall the ESCORT during the transit at any time. ESCORT charges will be payable at the rate specified above only and no other incidental charges will be payable.

22.0 BILLING / PAYMENTS:

The Contractor shall submit his/their bills in QUADRUPLICATE to the Company giving complete reference of description of Materials, Quantity enclosing ORIGINAL

Challans, Invoice etc. of the Consignor and ACKNOWLEDGEMENT of the respective Consignees. The payment shall be effected by the respective Spheres of the Company. 100% payment will be made within minimum 30 days of receipt of Bills if the same are found to be in order. However, in the event of any dispute, the Company reserves the right to withheld payment wholly or partly till the settlement of the dispute.

NOTE: In cases where per Ton / Km. rates become applicable, the same will be restricted from the loading station to nearest point to point rate station only. Thereafter, point-to-point rate will become applicable as per the rates for the Distance Slab.

23.0 CONTRACT VALUE:

The Company shall pay the Contractor only for the actual work done at the all-inclusive rates.

PART – 3
SECTION - IV

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES (SM)

Description of work/service: Hiring of Services for Road Transportation of Goods to & from Duliajan, Assam and other parts of India upto OIL's Sairang Stores Yard near Aizawl, Mizoram for a period of two (2) years at mutually agreed rates limited to the rates as incorporated in the contract and terms & conditions at OIL's option.

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. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub sub-contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
16. The health checkup 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, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

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

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

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

(Seal)

Yours Faithfully,
FOR & ON BEHALF OF CONTRACTOR

M/s_____

Date_____

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. CDT6734P18**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. **The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.**
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

Place: Duliajan

Date: --.--.2017

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.: CDT6734P18

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).

GOODS AND SERVICES TAX

1.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

1.3 “**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.

1.4 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 (if mentioned) 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.

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

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

1.6.1 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.

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

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

1.7.1 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.

1.7.2 N/A.

- 1.8 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.
- 1.9 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.
- 1.10 **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**.
- 1.11 **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.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 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.**
- 1.16 **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.

- 1.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/ taxes finally assessed is on the lower side.
- 1.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 1.19 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.
- 1.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 1.21 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.
- 1.22 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.
- 1.23 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.
- 1.24 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.

- 1.25 **Procurement of Specific Goods:** Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

1.26 **Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars:

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

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

1.27 **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.

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.

FORMAT FOR BIDDER DETAILS
(To be filled up by the Bidder as applicable)

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. Contact Person:
13. Contact Number of the Contact Person:
14. 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:
15. Bid Security / EMD: Deposited vide 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).

TECHNICAL BID FORM

1.0 We confirm that we are Bank approved carriers having Registration No. _____. Copies of valid Registration Certificate are enclosed.

2.0 The Annual turnovers in last 3 (Three) years ending **31.03.2017** are stated as under. Certified copies of Balance Sheet/Profit and Loss Accounts are enclosed.

Financial Year	Turn Over (Rs.)
2014 - 2015	
2015 - 2016	
2016 - 2017	

3.0 List of successful completion of carrying industrial goods & equipment with Central Govt./Public Sector Unit during last 7 (seven) years as on the bid closing date of this Tender is given below:

Sl. No.	Project & Location	Party for whom worked	Total Tonnage Value of Work	Duration of Contract	Relevant reference
1					
2					
3					

4.0 List of Trucks / Trailers owned is enclosed as required in Annexure - "B".

5.0 We have service network in major cities. Addresses of the Branches in major cities is enclosed.

6.0 We confirm that the rates quoted in the Price Bidding Format are all inclusive and firm without any escalation clause except for Diesel as stipulated in the E-Tender Document.

7.0 Bid Security is enclosed for Rs. 4,81,000.00 (Rupees Four Lakhs Eighty-One Thousand) only from _____ Bank.

8.0 We confirm that our bid is valid for 120 (One Hundred Twenty) days from the bid closing date.

9.0 We confirm that we have quoted for all the sectors in the Priced Bid.

10.0 We enclose a copy of the latest Income Tax Clearance Certificate.

11.0 We confirm that we are agreeable to comply with other terms and conditions stipulated in the E-Tender.

12.0 We certify that the above information is correct.

I Sri _____ am signing this Tender Document as Sole Proprietor / Active Partner of the firm / Authorised Attorney (as applicable)

Designation: _____
Name of Company / Firm: _____

INFORMATION ABOUT VEHICLES OWNED**TECHNICAL BID FORM****TENDER NO. CDT6734P18**

Sl. No.	Registration No.	Make	Model	Carrying Capacity	Nature of Permit	Permit Valid Upto	Owner as per Registration
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

Name of Authorised Signatory: _____

Name of Bidder: _____

STATEMENT OF NON-COMPLIANCE
E-TENDER NO.: CDT6734P18
(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 CGM-CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM- 786602**

Sir,

SUB: LETTER OF AUTHORITY
E-TENDER NO.: CDT6734P18

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 Road Transportation of Goods to & from Duliajan, Assam and other parts of India upto OIL's Sairang Stores Yard near Aizawl, Mizoram for a period of two (2) years at mutually agreed rates limited to the rates as incorporated in the contract and terms & conditions at OIL's option.**

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.

BANK GUARANTEE FORMAT FOR BID SECURITY

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 Hiring of Services for road transportation of goods (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDT6734P18**.

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 150 days from the Bid Closing date.

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

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

- i) “MT 760/MT 760 COV for issuance of bank guarantee.
- ii) “MT 760/MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

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 must ensure the following:

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

- i) “MT 760/MT 760 COV for issuance of bank guarantee.
- ii) “MT 760/MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<u>TO WHOM IT MAY CONCERN</u>		
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		

ANNEXURE-I

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No.

Dated _____

To,
Oil India Limited

India

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and
address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

CHECKLIST FOR BEC/BRC

Sl. No	Clause No. under Part-2 (BEC/BRC) of the Tender Document	DESCRIPTION	Bidders Remarks Compiled/Not Compiled/Deviation	Bidders to indicate relevant Page No. of their bid to support the remarks/compliance
1	1.1.1	The Bid must cover the entire services mentioned in the scope of work and rates/prices must be quoted clearly & strictly in accordance with the "Price Bidding Format" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-tender portal. Bid, which does not include all the jobs/services mentioned in the tender document/price schedule format will be considered as incomplete and rejected.		
2	1.1.2	The Bidder must be a Bank Approved Carrier possessing valid Registration Certificate of Indian Banks' Association as on the bid closing date. Copy of valid Registration Certificate of the Indian Banks' Association must be submitted along with the bid.		
3	1.1.3	<p>The Bidder should have successfully executed at least one road transport service contract of Rs. 60.00 lakhs (Rupees Sixty Lakhs Only) of carrying industrial goods & equipment for any Central/ State Govt. Departments or Public Sector Undertakings during the last seven (7) years as on the original bid closing date. Photocopy of Contract document/ work order and Completion Certificate issued by the client must be submitted along with the Techno-commercial Bid.</p> <p>Documentary evidence must be submitted along with the Techno-Commercial Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. showing:</p> <p style="margin-left: 40px;">(a) Gross value of job done; and (b) Nature of job done; and (c) Time period covering as per the NIT.</p> <p>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</p>		

		considered as evidence subject to successful verification with OIL's own records of execution.		
4	1.1.4	The Bidder should be in possession of minimum ten (10) Tractor Trailer units (capacity 20 MT minimum each) and ten (10) Trucks (capacity 9 MT minimum each), out of which five (5) each should be with National Permit. Photocopy of UP-TO-DATE & VALID RC Books, Insurance certificates and National Permits of the aforesaid vehicles must be submitted along with the Techno-commercial Bid.		
5	1.1.5	The Bidder should have service network across the country with office set up at least in Kolkata and Guwahati. Additionally, they must have a branch office in the Northeast regions i.e., places like Sivasagar/Nazira/Dibrugarh/ Tinsukia/ Digboi/Duliajan/Aizawl. List of branches with detailed address, Fax No., Telephone No., E-mail ID, Name of contact person with mobile No. etc. to be provided along with the Techno-commercial Bid.		
6	1.2.1	The bidder shall have an annual financial turnover of minimum Rs. 36.00 lakhs (Rupees Thirty-Six Lakhs Only) . during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.		
7	1.2.2	Net worth of bidder must be positive for preceding financial/ accounting year.		
8	1.2.3	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year 2016-2017 (as the case may be) has actually not been audited so far.		