



GeM
Government
e Marketplace

Report ID: GEM/GARPTS/23112021/1X92CKN94P46

Report Name: Oil India limited

Generated By: Jintu Borah , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 23/11/2021

Valid till: 23/12/2021

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Hiring the services of brand new 42 to 48 seater fully built diesel buses with Oil offered rates for One-bidder-two buses basis

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Duliajan, Dist. Dibrugarh
Assam, India, PIN-786602

CONTRACTS DEPARTMENT
Tel: (91) 374-2800548
Fax: (91) 374-2803549
E-mail: contracts@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

GeM Availability Report ID: GEM/GARPTS/23112021/1X92CKN94P46

Dear Sir(s)/Madam(s),

- 1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES on “one-bidder-two-bus”** through OIL's E-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **Hiring the services of brand new 42 to 48 seater fully built diesel buses**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

i	IFB/e-Tender No.	:	CDT8813P22
ii	Description of Services	:	Hiring the services of 34 (thirty-four) Nos. brand new 42/48 seater fully built diesel buses (to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus) of Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L or equivalent model bus having 42/48 seating capacity, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorized by the Company.
iii	Type of Bid	:	Open Indigenous E-Tender, Composite System with OIL's offered rates.
iv	Bid Closing Date & Time	:	14.12.2021 at 11.00 AM (IST) (Server Time) or as mentioned in the E-procurement portal.
v	Technical Bid Opening Date & Time	:	14.12.2021 at 02:00 PM (IST) (Server Time) or as mentioned in the E-procurement portal.
vi	Bid Submission mode	:	Bids must be uploaded online in OIL's E-

			Procurement Portal: https://etender.srm.oilindia.in/irj/portal
vii	Bid Opening Place	:	Office of the GM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
viii	Bid Validity	:	Minimum 90 (Ninety) days from actual Bid Closing Date.
ix	Mobilization Period	:	4(four) months from the date of issue of LOA or as mentioned in LOA.
x	Bid Security/EMD Amount	:	Not applicable.
xi	Bid Security/EMD Validity	:	Not applicable.
xii	Amount of Performance Security	:	3% of Annualized contract value.
xiii	Validity of Performance Security	:	90(Ninety) days beyond the contract period.
xiv	Location of job	:	Any place of OIL's activities in Assam & Arunachal Pradesh
xv	Duration of Contract	:	48 months.
xvi	Lottery Venue		Contracts Department, Oil India Limited, Duliajan-786602.
xvii	Lottery Date		Will be notified in OIL's Website and Notice Board of Contracts Department nearer the time. Based on the total number of bid(s) received, Oil may decide to conduct the draw of lots (lottery) before scrutiny of bid(s).
xviii	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.
xix	Bids to be addressed to	:	GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

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

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. ***"Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm".***

- 3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
- 3.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.5 Parties, who do not have a User ID, can click on Guest login button in the e- Tender portal to view and download the tender. The detailed guidelines are given in UserManual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807171/7192.
- 3.6 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).
- 4.0 IMPORTANT NOTES:**

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER 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 bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 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 and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.

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

vii) The tender is invited under **OPEN E-TENDER COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES**. The bidder has to submit the **"TECHNICAL"** bid through electronic form in the OIL's E-Tender portal within the Bid Closing Date and Time stipulated in the E-Tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment"** Tab only.

5.0 **SCREEN SHOT:**

The screenshot displays the OIL's E-Tender portal interface. At the top, there is a header bar with the following information: RFX Response Number 60037504, RFX Number TESTARUP, Status In Process, Submission Deadline 15.04.2017 11:00:00 INDIA, and Opening Date 15.04.2099 00:00:00 INDIA. Below the header, there are tabs for RFX Information, Items, Notes and Attachments, Conditions, Summary, and Tracking. The 'Notes and Attachments' tab is selected, and within it, the 'Technical Attachments' sub-tab is active. A callout box with a yellow background and black text points to the 'Technical Attachments' tab, stating: 'Go to this Tab "Technical Attachments" for Uploading "Technical Bid".' The main content area shows a list of attachments under the 'cFolder Attachments' section. The table has columns for cFolder Name, Category, Description, File Name, Version, Processor, and Che. The table is currently empty, with a message at the bottom stating 'The table does not contain any data'.

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

Note:

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

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

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(J. Borah)

Sr. Officer-Contracts (TS)

For DGM- Contracts (T&S)

For 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) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders (Part-1)
- c) BRC /BEC (Part-2)
- d) General Conditions of Contract (Part-3, Section-I: **GCC**)
- e) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
- f) Special Conditions of Contract (Part-3, Section-III: **SCC**)
- g) Safety Measures (Part-3, Section-IV: **SM**)
- h) Integrity Pact (**Appendix-I**)
- i) Non-Dependent Join Declaration Format (**Proforma-A**)
- j) Bid Form (**Annexure-A**)
- k) Bidder Details (**Annexure-B**)
- l) Bid Security Declaration (**Annexure-C**)
- m) Format for Undertaking As Per Note No.11.0, SOQ (**Annexure-D**)
- n) Statement of Non-Compliance (**Annexure-E**)
- o) Format for Certificate of Annual Turnover & Net Worth (**Annexure-F**)
- p) Certificate Of Compliance To Financial Criteria (**Annexure-G**)
- q) Format For Self Declaration as per BEC/BRC Clause No. 2.1.1(v) (**Annexure-H**)
- r) Letter Of Authority (**Annexure-I**)
- s) Format of undertaking by Bidders towards submission of authentic information/documents (**Annexure-J**)
- t) Form of Performance Bank Guarantee (**Annexure-K**)
- u) Undertaking by Vendor on Submission of Bank Guarantee (**Annexure-L**)
- v) Agreement Form (**Annexure-M**)
- w) Technical Checklist (**Annexure-N**)
- x) Checklist (**Annexure-O**)

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the **"Technical RFx"** under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS:

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

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

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

- (i) Bid Documents duly filled as indicated.

- (ii) Documentary evidence established in accordance with BEC/BRC (Part-2).
- (iii) Non-Dependent Join Declaration in the form of Court Affidavit in original as per format in **Proforma-A**, if applicable for the Bidder.
- (iv) Duly filled Bid-Form as per **Annexure-A**.
- (v) Bid Security declaration as per **Annexure-C**.
- (vii) Statement of Non-compliance if any as per **Annexure-E**.
- (viii) Integrity Pact as per **Appendix-I**.
- (ix) All Other relevant **Undertakings, Annexures, and Proformas** as applicable as part of Bid.

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

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

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

8.0 BID SECURITY: The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed “**Bid Security Declaration**” (as per **ANNEXURE-C**). Any bid not secured in accordance with **ANNEXURE-C** above shall be rejected by the Company as non-responsive.

9.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: Not Applicable.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 (one hundred twenty) days from Original Bid Closing Date.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 9.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

11.0 SIGNING & SUBMISSION OF BIDS:

11.1 Signing of bids:

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

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

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

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

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

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

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

11.2 **Submission of bids:**

The tender is processed under **SINGLE STAGE COMPOSITE BID SYSTEM WITH OIL'S OFFERED RATES on "one-bidder-two-bus"**. Bidder shall submit the Technical bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference / Technical Specifications of the bid document. The Technical Bid should be uploaded in the **"Technical Attachment"** Tab Page only. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be submitted to GM-Contracts (HoD), Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

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

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 12.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 12.3 The documents in physical form as stated in **Para 11.2** must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

- 14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

15.0 EXTENSION OF BID SUBMISSION DATE:

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

16.0 BID OPENING AND EVALUATION:

- 16.1 Company will open the Bids, including submission made pursuant to Clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **ANNEXURE-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 16.2 In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Technical bid is uploaded in the "Technical Attachments" Tab only and no price should be mentioned anywhere under the Technical Attachments.
- 16.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next full working day and time.
- 16.4 Bids which have been withdrawn pursuant to Clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 16.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation.

A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

17.0 OPENING OF PRICED BIDS: Not Applicable.

18.0 EVALUATION AND COMPARISON OF BIDS:

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

18.1 DISCOUNTS / REBATES: Not Applicable

19.0 CONTACTING THE COMPANY:

19.1 Except as otherwise provided in **Clause 16.0** above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide **sub-clause 16.6**.

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

20.0 AWARD CRITERIA:

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

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

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

22.0 NOTIFICATION OF AWARD:

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

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

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

- 23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **ANNEXURE-K**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **ANNEXURE-L**) must also be submitted along with the original BG.
- b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.
- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of **"Oil India Limited"** payable at Duliajan.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited in the following designated OIL's bank account:

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

- iii. If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**
- c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/ Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt / Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.
- d. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.
- 23.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

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

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

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

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

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

Bank Details of Beneficiary		
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	HDFCINBBCAL

23.4 This Performance Security must be valid for **03 (three) months** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

23.5 The Performance Security Deposit will be refunded to the Contractor after **03 (three) months** of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

24.0 SIGNING OF CONTRACT:

24.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the

General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

- 24.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 24.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Action shall be taken as per OIL's Bidding Policy.

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

26.0 MOBILIZATION AND ADVANCE PAYMENT:

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

27.0 GOODS AND SERVICES TAX:

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

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

- 27.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.
- 27.3 **Where the OIL is entitled to avail the input tax credit of GST:**

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

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

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

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

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

- 27.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 27.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 27.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 27.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 27.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 27.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 27.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 27.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

28.0 INTEGRITY PACT:

- 28.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Appendix-I** of the Bid Document. The Integrity Pact has been duly signed digitally

by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

- 28.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 28.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- 28.4 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

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

- a. Shri Sutanu Behuria, IAS (Retd.), Ex-Secretary, Ministry of Heavy Industries and Public Enterprises.
E-mail ID: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail ID: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail ID: Ops2020@rediffmail.com

29.0 LOCAL CONDITIONS:

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

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

Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

PART-2

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

1.0 GENERAL CONFORMITY:

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in Section-III of Part-3 of this tender. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bid(s) without which the same will be considered as non-responsive and rejected.

2.0 BID EVALUATION CRITERIA:

2.1 TECHNICAL CRITERIA:

- 2.1.1 The bidder shall have experience of SIMILAR work against one contract (along with Emergent/Extension Contract, if any, using the same vehicle as deployed against the original Contract without any time gap) of minimum **Rs. 39.45 lakhs** (Rupees Thirty Nine Lakhs Forty Five Thousand Only) in Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Government Corporations in previous 07 (seven) years to be reckoned from the original bid closing date i.e within the period **15/12/2014/ to 14/12/2021** (both day inclusive).

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

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

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

Notes to clause 2.1.1:

- (i) **"Similar Work"** means providing Transport Services involving Heavy Passenger Vehicles / Buses/ Heavy Vehicles/ Logistic Equipment or any other Transport Services.
- (ii) The bidder must have experience of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/Government Corporations for any length of time during the last 07(seven) years ending **on 14.12.2021** (Original Bid Closing Date) i.e. for any length of time within the period **15/12/2014/ to 14/12/2021** (both days inclusive). During this period of 07(seven) years, bidder must have successfully

carried out one similar work of minimum **Rs. 39.45** lakhs. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of **15/12/2014/ to 14/12/2021**; but the value of work done must be of requisite amount within the period.

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

Or

(v) The bidder must have experience of providing attached bowser(s) / tanker(s) of capacity not less than **9KLs** to Oil India Limited [i.e. experience of providing attached tanker(s) / bowser(s) to the contractor(s) engaged by Oil India Limited] continuously for a minimum period of **02 (two) complete years during the last 07 (seven) years to be reckoned from the (original bid closing date).**

Bidders participating with experience of attached bowser(s) / tanker(s) services as above shall submit a self-declaration (as per **Annexure-H**, as applicable) mentioning the following along with the bid as evidence:

- (a) Contract number & name of contractor against which the vehicle was deployed for OIL's operation.
- (b) Vehicle Registration Number.
- (c) Period for which the vehicle was deployed under the contract.
- (d) Description of Service.

Note to Bidder(s) for Clause No.2.1.1(v) above:

In case the time period of attached bowser(s) / tanker(s) services does not meet the minimum period of **02 (two) complete years** in the original contract during the specified time period (**during the last 07 years to be reckoned from the original Bid closing date**) as above, the following must be met by the bidder(s) to be qualified against this tender:

The time period of attached bowser(s) / tanker(s) services in extension(s) of a contract / in emergent contract(s) during the specified time period as above shall be added with time period of attached bowser(s) / tanker(s) services in the original contract within the specified time period to determine the attainment of the tendered requisite time period (continuously for a minimum period of two complete years). This is applicable if, the extension(s) of the contract / the emergent contract(s) is /are /were awarded by Oil India Limited (OIL) for the same vehicle / service with the same terms & conditions of the original contract without any interruption of the services. Such bidder shall submit a self-declaration (as per **Annexure-H**, as applicable) mentioning the following along with the bid as evidence:

- (a) Original contract number & name of contractor against which the vehicle was deployed for OIL's operation.

- (b) Extended contract number(s).
- (c) Emergent contract number(s).
- (d) Vehicle Registration Number.
- (e) Period for which the vehicle was deployed under the contract.

2.2 **FINANCIAL CRITERIA:**

- 2.2.1 Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **Rs. 23.67 lakhs** (Rupees Twenty Three Lakhs Sixty Seven Thousand Only).
- 2.2.2 Net worth of bidder must be positive for preceding financial/accounting year.

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

Notes to BEC Clause 2.2 above:

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

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

- b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Annexure-G**.
- c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder will have to provide documentary evidence for the same.
- d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

- e) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Clause 2.2.

2.3 **AWARD OF CONTRACT:**

Award of contract will be done as under:

- (a) Contracts will be awarded to successful bidders on "**one-bidder-two-buses**" basis as applicable at Company **offered rates**.
- (b) The award of contract will be decided on the basis of **Draw of Lots**.
- (c) The bidders will be allotted priority number based on the results of the Draw of Lots. The bidder emerging first position in the Draw of Lots will be assigned as Priority No.1 and the rest will be continued as per their sequence in Draw of Lots respectively.
- (d) The Present requirements of Big Buses are 34 Nos. which will be under "**one-bidder-two-buses**" Contracts. Therefore 17 nos. of bidders are required for the present requirement.
- (e) The total buses under this tender or the number of buses to be hired under each contract may increase/decrease depending upon future requirement.
- (f) 08(Eight) nos. of bidders will kept in the waiting list, for award of contract with the above condition as per their status for future requirement if any, upto a period of 01 year from the date of Draw of Lots or from the date of issue of first LOA whichever is earlier. Therefore, the number of bidders sequenced through Draw of Lots will be upto a maximum of 25 numbers. However, Oil reserves the right to extend the validity of the waiting list and increase the number of bidders in the waiting list suitably.
- (g) OIL may conduct the draw of lots before scrutiny of the bids. In the event, technically qualified bidders are less than the Company's requirement from the first Draw-of-lot, then the balance requirement shall be selected through a second Draw-of-lot. Subsequent Draw-of-lots in the above manner shall be conducted till the requirement of technically acceptable bidders is exhausted. OIL reserves the right to shortlist the appropriate nos. of bidders in the Draw-of-lots.

3.0 **COMMERCIAL EVALUATION CRITERIA:**

- 3.1 Bidders must agree clearly and strictly with the rates / price schedules outlined in **Part-3, Section-II (SOQ)** and terms & conditions of the tender; otherwise the bid will be rejected.
- 3.2 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.3 Bids submitted after the Bid Closing Date and Time will be rejected.
- 3.4 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 3.5 If the applicant happens to be a son/daughter/ spouse of any OIL employee, he/she shall have to submit **Profoma-A** and/or a Certificate from the HR-Relations Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list of the Company; failing which the offer will be rejected.

- 3.6 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Securing Declaration”** (ANNEXURE-C) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 3.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 3.8 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 3.9 Bid should be valid for period of **90 (Ninety)** days from the Bid Closing date. Bids with shorter validity shall be rejected as being non-responsive..
- 3.10 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) Bid Securing Declaration
 - (iii) Period of validity of Bid
 - (iv) Price Schedule
 - (v) Performance Bank Guarantee / Security deposit
 - (vi) Insurance Clause
 - (vii) Scope of work
 - (viii) Taxes Clause
 - (ix) Liquidated Damages clause
 - (x) Tax liabilities
 - (xi) Arbitration / Resolution of Dispute Clause
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Termination Clause
 - (xv) Integrity Pact
 - (xvi) Liability Clause
- 3.11 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **“Appendix-I/Integrity Pact”**. 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.
- 3.12 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as

under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner of sole proprietary will be rejected.

- 3.13 Bid received without attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" in case bid is submitted in the name of partnership firm will be rejected.

4.0 GENERAL:

- 4.1 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 4.2 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 4.3 In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the Company will be final and binding on the bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.
- 4.4 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 4.5 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 4.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

- 5.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

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

DESCRIPTION OF SERVICES:

Hiring the services of 34 (thirty-four) Nos. brand new 42/48 seater fully built diesel buses (to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus) of **Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L** or equivalent model bus having 42/48 seating capacity, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorized by the Company.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES

In this contract, unless the context otherwise requires:

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

- 1.7 **"COMMENCEMENT OF SERVICE"** means the date of placement of the first vehicle / equipment under this Agreement.
- 1.8 **"COMPANY ENGINEER"** means the following:
- i) GM-Logistics or his nominee in case of the following events:
 - a) Initial and subsequent inspection of vehicle(s)/equipment;
 - b) Scrutiny of documents regarding Contractor's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc;
 - c) Initial placement of vehicle(s)/equipment with a user department
or
Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
 - d) Release of vehicle(s)/equipment upon conclusion of this agreement;
 - e) Assessment of time to be allowed for repairs in case of accident;
 - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition
or
Unruly behaviour of the crew or repeated defaults by the Contractor; and
 - g) Instruct Contractor to replace by more suitable hand of Driver(s)/crew engaged for operating the vehicle/equipment.
 - ii) The Head of the user department or his/her nominee in case of the following:
 - a) Normal day-to-day operation of service after placement under the respective department;
 - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling
 - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
 - d) Allotment of daily duties and timings for reporting and release;
 - e) Certification of daily log sheets;
 - f) Authentication of monthly statement-cum-bill
 - g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.
 - iii) GM-Contracts in case of the following events:
 - a) Release/forfeiture of Security Deposit/Earnest Money (Bid Security);
 - a. Any dispute under this Agreement as to the Contractor's obligations or otherwise;
 - b) Determination of instances of shut down or standby due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Contractor.
- 1.9 **CREW:** Means Supervisors, Operators, Drives, Handymen/ Helper(s)/Jugalees attached to the vehicle(s)/equipment, as defined in the **Clause: 1.13, 4.10.**
- 1.10 **"DUE DATE OF PLACEMENT"** means the date stipulated in Clause No.7, Part-3, Section-II (SOQ) hereof.
- 1.11 **"DETERIORATED CONDITION OF VEHICLE/EQUIPMENT"** means any vehicle(s) / equipment found not acceptable to Company's Engineer after mechanical inspection or/and vehicle(s) / equipment found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s)/equipment which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer/user department as being unfit.
- 1.12 **"DAILY LOG BOOK/ DUTY SLIP "** means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of this Agreement.

- 1.13 "**DRIVER / OPERATOR**" means an individual including owner of the vehicle who chooses to drive the vehicle, possessing sound mental and physical health, who is in possession of an appropriate valid professional Driving License issued by the Regional Transport Authority, who is driving vehicle under the Contract.
- 1.14(A) "**DEFAULT**" means any of the following commissions or omissions by the Contractor or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations:-
- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
 - b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
 - c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
 - d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
 - e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
 - f) Non-supply of fuel;
 - g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and / or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;
 - h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer;
 - i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
 - j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
 - k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
 - l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
 - m) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Contractor to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
 - n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
 - o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;
 - p) Non-availability of services due to unauthorized/lightening strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- 1.14(B) In case of Default not leading to shutdown, the Company's Engineer shall notify the Contractor to remedy the defect within reasonable time and till such defect is remedied, if necessary the vehicle(s)/equipment shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

- 1.15 "**FIXED CHARGE PER MONTH**" means fixed charge mentioned under Part-3, Section-II (SOQ) hereof which will be inclusive of depreciation, all applicable taxes & duties (but excluding GST) as applicable, insurances and wages of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, annual leave etc. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty at a stationary place when there is no km run. Fixed Charge per Month is exclusive of PF, ESI, Cost of Uniform, GPAP and any other reimbursable charge/payment as mentioned in the MoS dated 24.01.2014.
- 1.16 "**HOLIDAY**" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Contractor would be required to give to his/her Crew as per the aforesaid Act.
- 1.17 "**NORMAL HOURS/TIMINGS OF DUTY**" means the duty hours, which may be stipulated or instructed by the Company's Engineer.
- 1.18 "**HANDIMEN/HELPER/JUGALEE**" means such crew engaged by the Contractor and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.
- 1.19 "**INSPECTION**" means initial inspection and inspection carried out as and when desired by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.
- 1.20 "**INSURANCE**" means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.
- 1.21 "**LICENCE AND PERMITS**" means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:-
- a) Professional driving license(s) for the driver(s)/Operator(s);
 - b) Registration Book(s) with endorsement of Road Tax;
 - c) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required;
 - d) Road permits;
 - e) Fitness certificate
 - f) Inner line permit(s) for Arunachal Pradesh.;
 - g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;
 - h) Any other as required under law in force;
 - i) Pollution under control certificate
- 1.22(a) "**LIQUIDATED DAMAGES**" means pro-rata fixed charge per hour rate payable by the Contractor in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the

rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.

- 1.22(b) "**SPECIAL LIQUIDATED DAMAGES**" means the amount payable by the Contractor in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.
- 1.23 "**LEAVE**" means Annual Leave to be granted to the Crew who are employees of the Contractor as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.
- 1.24 "**MONTHLY KILOMETREAGE STATEMENT CUM BILL**" means the format specified by the Company.
- 1.25 "**HELPER/MAZDOOR**" means an unskilled labourer employed by the Contractor who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.
- 1.26(a) "**PRO-RATA FIXED CHARGE PER DAY**" means the Fixed Charge per month as per Item No.10 of Para 11.0 ,Part-3. Section-II(SOQ), divided by 30(Thirty) days.
- 1.26(b) "**PRO-RATA FIXED CHARGE PER HOUR**" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty Four) hours.
- 1.27 "**PENALTY**" means the amount payable by the Contractor in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.
- 1.28 "**REGISTRATION**" means the vehicle(s)/equipment having registration in the name of the Supplier(s)/Firm with the R.T.O. /D.T.O. having jurisdiction in the area of operations of the Company.
- 1.29 "**RUNNING CHARGE PER KILOMETER**" means the rates stipulated in Item No. 20 of Para 11.0 Part-3, Section-II (SOQ) hereof and shall be deemed to include all the expenditures of the Contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.
- 1.30 "**STIPULATED HOURS OF SERVICE PER DAY**" means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.
- 1.31 "**STATUTORY ACTS**" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following:
- a) The Motor Vehicle Act, 1988,
 - b) The Motor Transport Worker's Act, 1961,

- c) The Contract Labour (Regulations & Abolition) Act, 1970,
- d) The Minimum Wages Act, 1948,
- e) The Employees Provident Fund & Miscellaneous Act, 1952,
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946)
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936.
- l) Any other Act as applicable from time to time.

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

1.32(a) "**SHUT DOWN**" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14(A).

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

1.33 "**STAND BY**" means any of the following "-

a) Payable fixed charge although the services are not available due to the following:-

i) For maintenance up to 48(Forty Eight) hours per month, counted from the beginning of the month, the Company shall pay the fixed charge on certification from the Head of the User Department that the shutdown was due to maintenance of the vehicle(s)/equipment. This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall be applicable. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96 (Ninety Six) hrs in a space of 3(Three) months which the Contractor will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s)/equipment (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty Eight) hours' time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.

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

1.34 "**STATUTORY OFF**" means the off day per week or the compensatory off day in lieu thereof which the Contractor is required to give to his/her operating crew as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.

- 1.35(a) "**TAXES AND DUTIES**" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee for vehicle(s)/equipment and crew etc. as may be due and payable by the Contractor entirely at his/her own cost towards operation of the services envisaged under this agreement.

GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of documentary evidence.

Contractors are required to raise monthly GST Invoices for reimbursement of GST against the contract. In absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall rest entirely upon the Contractor.

- 1.35(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Contractor towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 or any other Act which requires deduction of tax at source which may be in force from time to time.

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

1.37 **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.

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

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

- 1.37.3 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places (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.

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

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

a) 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.

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

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

a) 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.

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

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

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

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

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

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

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

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

1.37.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by

the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

- 1.37.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 1.37.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 1.37.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 1.37.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 1.37.20 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.
Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.
Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.
Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.
The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 1.37.21 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 1.37.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 1.37.23 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 1.37.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the

policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

1.37.25 **Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars

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

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

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

1.37.26 **Anti-profiteering clause**

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

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.

2.0 **DESCRIPTION OF WORK:**

- 2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-3, Section-II (SOQ) hereof which Part-3, Section-II (SOQ) forms and constitutes part and parcel of this

Agreement, read in conjunction with the particular specification and instruction contained in Part-3, Section-III (SCC) hereof which Part-3, Section-III (SCC) also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

- 2.2 Contractor shall provide the transport service with vehicle(s)/equipment as determined in Part-3, Section-II(SOQ) hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.
- 2.3 The rates agreed/accepted by the Contractor as set-out in Part-II(SOQ) hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Part-II (SOQ) hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.
- 2.4 The Contractor shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.
- 2.5 The Contractor shall hereby undertake to pay to his/her (Crew/Staff), applicable minimum wages payable under the Minimum Wages Act, 1948 or as per MoS dated 14.01.2014, whichever applicable, to the Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the currency of this Agreement. He/She further undertakes to pay all his/her operating staff, if any, working under this Agreement the due wages in time including any arrears of wages which may arise due to escalation of applicable minimum wages by the Central Government or due to revision of the said MoS.

3.0 **MANNER OF CONDUCTING WORK:**

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

4.0 **OBLIGATIONS OF THE CONTRACTOR:**

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

applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

- 4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.
- 4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.
- 4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 4.6 The Contractor shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final and binding.
- 4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Contractor. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Contractor shall be obliged to accept such changes.
- 4.8(a) The Contractor will park the vehicle(s)/equipment at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Contractor found violating this will be liable for breach of Contract.
- 4.8(b) The supplier/ contractor has to declare a parking yard for the Buses he/she runs under Company's agreement within a radius of not more than 02(two) Kms from Shift Bus Terminal for Duliajan / Industrial Gate of other base station on round the clock basis with ready availability of the services of the crew in such a manner that the

vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

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

5.0 **PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:-**

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

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

6.0 RIGHTS OF COMPANY'S ENGINEER:

- 6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer. The vehicle on company duty will be Tested/Inspected by company engineer as and when required.
- 6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.
- 6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Contractor to the satisfaction of the Company's Engineer.
- 6.4 The Company's Engineer shall have power amongst others as follows:-
- a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;
 - b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.

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

6.5 The Contractor would at all times obey the instructions of the Company's Engineer and ensure compliance of the above-mentioned orders and instructions.

7.0 **SECURITY DEPOSIT:**

7.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within one week from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

- 7.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
- 7.3 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- Full address. Branch Code.
Code Nos. of the authorized signatory with full name and designation.
Phone Nos., Fax Nos., E-mail address.
- 7.4 The CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 7.5 The Performance Security shall be denominated in the currency of the contract.
- 7.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 7.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 7.8 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 7.9 Failure of the successful Bidder to comply with the requirements of clause Error! eference source not found. shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

- 7.10 The Security Deposit shall also be forfeited in case of the occurrence of the following events as well:-
- a) In case of non-placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.
 - b) In case of any event occurring as envisaged in clause No.8.1 hereof; and/or

- c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;
- d) In case of premature termination due to default or breach of contract by the Contractor.

- 7.11 In the event of an occurrence as envisaged in clause No.7.10 (b) & (c), the Contractor will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 8.0 The Contractor shall commence the supply of regular and continuous service by placing the equipment / vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of equipment / vehicle(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of Security Deposit as stipulated hereof without prejudice to any other rights of the Company reserved in this Agreement.
- 8.1 The Contractor shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down, the Contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Contractor's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.
- 8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.
- 8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, MVI(Motor Vehicle Inspector) report and copy of garage certificate (in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by GM-Logistics. Company has the right to inspect/cross check such declaration by physical verification/test run etc. If satisfied with the documents submitted, GM-Logistics shall waive the liquidated damage and his decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of:-

- (i) Accidents caused by rough/rash driving or because of negligence of the driver.

(ii) Where a FIR is lodged by a third party and services of the vehicle(s)/ equipment(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.

- 8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's GM-Logistics which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges. Before placement of the vehicle on Company's duty after accident/any mishap etc. an Inspection/Test of the vehicle will be carried out for road worthiness.
- 8.3(c) In case of Bundhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation. It is to be clearly understood that 48(Forty Eight) hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

9.0 **TERMINATION:**

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

- 9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this Agreement in whole or in part if the Contractor fails to perform any of his/her obligations under this agreement or if the Contractor does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.
- 9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 9.3 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.
- 9.4 The Company may send written notice to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination

becomes effective, which will be at least 45(Forty Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.

- 9.5 In case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated in the Contract/LOA, OIL shall have, without prejudice to any other rights of OIL, as provided in the contract, the right to terminate the Contract partially or fully with 30 (Thirty) days notice in writing. The Contractor shall not be entitled to any claim towards any damages or compensation whatsoever on account of such termination. In the event of termination of the contract, either partially or fully, Contractor shall be put on Holiday List as per the Banning Policy of OIL [available at www.oil-india.in].
- 9.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ vehicle, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 10.0(a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in Part-II (SOQ) of this Service Agreement. The above period shall be counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.
- 10.0(b) At the end of the month, the Contractor will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Contractor will also submit to the user department a certificate every month confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Contractor.
- 10.0(c) Monthly statement / bills submitted by the Contractor will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.
- 10.0(d) A daily logbook/duty slip will be maintained. The Contractor or his/her authorised representative should collect the original and a copy of the daily logbook/duty slip has to be submitted with statement-cum-bill for claiming payment.

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

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

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

STATUTORY OBLIGATIONS OF CONTRACTOR:

- 11.0 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.
- 12.0 **FORCE MAJEURE:** In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 13.0 **ARBITRATION AND CONCILIATION:**
All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.
- 14.0 **LIABILITY & INDEMNITY:**
- 14.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment / vehicle(s) or loss or damage to the property of the Contractor or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by wilful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 14.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective how such injury, illness or death is caused by wilful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 14.3 Except as otherwise, expressly provided, neither the Contractor nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by wilful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees, contractors and sub-contractors.

The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

- 14.4 Neither the Contractor nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury, illness or death is caused unless caused by wilful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

14.5 **INDEMNITY AGREEMENT:**

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

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

14.8 **INDEMNITY APPLICATION:**

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

14.9 **INSURANCE:**

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

15.0 **TAXES & LEVIES:**

- 15.1 Corporate taxes and other duties including Income-Tax arising out of this agreement shall be borne by the Contractor as per the laws that may be in force from time to time.
- 15.2 Company shall withhold Income tax as per rates, which may be in force from time to time as may be applicable to the operational services under this agreement.

16.0 **ASSIGNMENT:**

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

17.0 **SUB-CONTRACT:**

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

18.0 **STATUTORY OBLIGATIONS:**

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

19.0 **SET OFF CLAUSE:**

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

20.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

21.0 **LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/ MOBILISATION OF EQUIPMENTS/ VEHICLES AND/OR COMPLETION OF WORKS AND SERVICES:**

Liquidated Damages will be applicable @0.5% of the contract value per week or part thereof, for delay in placement of vehicle(s)/ equipment for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of first year Contract value including mobilization cost, if any (for Hiring the services of Cranes) / 7.5% of estimated total contract value (for Hiring the services of vehicles / equipment other than Cranes).

22.0 **THEFT OF VEHICLE:**

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

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

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

1.0	Schedule of Services	Hiring the services of 34 (thirty-four) Nos. brand new 42/48 seater fully built diesel buses (to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus) of Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L or equivalent model bus having 42/48 seating capacity, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorized by the Company.
2.0	Vintage of Vehicle(s)	Brand new 42/ 48 seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus].
3.0	Duration of Contract	48 (Forty Eight) Months.
4.0	Area of operations	OIL's operational areas in Assam and Arunachal Pradesh.
5.0	Date of Draw of Lots (Lottery)	Will be notified in web based application link provided in the 'Forwarding Letter', OIL's Website and Notice Board of Contracts Department nearer the time.
6.0	Tendered Cost of Fuel	Rs. 81.51 Per Litre of Diesel (HSD).
7.0	Mobilization Period	04 (Four) months from the date of issuance of LOA or as mentioned in LOA
8.0	Periodic inspection / test	a) On initial placement; and b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of agreement.
9.0	Normal hours/timings of duty / day	As may be stipulated by the Company's Engineer. (Subject to change depending upon the requirement).

10.0 SCHEDULE OF SERVICE, UNITS, QUANTITIES AND RATES:-

Item No.	Description of Services	Year 2021
10.	Fixed charge per Bus per month	1,33,220.00

20.	Running Charge per KM at HSD price of Rs.81.51/L	18.17
30.	Driver Single OT 01/hr. (Beyond 8 th hour & up to 9 th hour)	61.75
40	Helper Single OT 01/hr. (Beyond 8 th hour & upto 9 th hour)	43.75
50.	Driver Double OT 01/hr. (Beyond 9 th hour)	158.25
60	Helper Double OT 01/hr. (Beyond 9 th hour)	111.75
70.	Night Halting Charge per Halt per Person (Outstation)	350.00
80	Parking Charge per Bus per month	315.00

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

A	Vehicle for 24 hours with services of driver and helper for 08(eight) hours normal duty every day throughout the month which is inclusive of wages of regular driver and regular helper for rest days, holidays, leave and other emoluments like bonus etc. & wages of relief driver & relief helper as per applicable MoS /minimum wage as notified by Govt. of India.
B	Monthly wages of the regular driver & regular helper as per the rates mentioned above which also includes weekly rest day wages.
C	Wages of relief driver & helper for total 80 days in a year on account of weekly rest days, leave and holidays etc. of the regular driver & regular helper as per the applicable MoS.
D	The offered Fixed Charges include all liabilities including statutory liabilities but is exclusive of PF, ESI, cost of uniform of the driver, GPAP of driver & applicable GST. GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

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

- a) The normal duty hours will be for 08(eight) hours every day.
- b) For services beyond 8(eight) hours normal duty up to 9th (ninth) hour in a day, OT is payable at the ordinary rate of wages per hour (i.e. Single OT per hour) and for services availed beyond 9th (ninth) hour in a day, OT is payable at double the rate of wages per hour (i.e. Double OT per hour).

10.3 GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

Contractors are required to raise monthly GST Invoices for reimbursement of Service Tax 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.

- 10.4 The contractor shall engage as many numbers of drivers as may be necessary to maintain uninterrupted supply of service of the vehicle for 24 hours daily with 02 sets of crew (of 1 driver and 1 helper each set) having two shifts of 08 hours duty with applicable overtime each shift.
- 11.0 The Bidder(s) / Contractor(s), should undertake to pay monthly wages to his/her/their crew/staff engaged under this contract as per provisions of applicable MOS, copy of which is available at the office of GM-Logistics/GM-Contracts. Wage rates are given below:

Monthly Wages of Regular Driver and Helper:

Monthly wage of Regular Driver and Helper, for estimation of above monthly fixed charge of the vehicle for the year 2021, have been considered as per MoS rate for the period 01.01.2021 to 31.12.2021 as below.

Description	Rs.
Regular Driver: Daily wage @ 652.17 (for the year 2021) inclusive of wages for the weekly rest days	16,956.42
Regular Helper: Daily wage @ 466.17 (for the year 2021) inclusive of wages for the weekly rest days	12,120.42
Reliever Driver/ Reliever Helper: Daily wages @ 652.17 for Driver & 466.17 for Helper (for the year 2021) for total 80 days in a year on account of weekly rest days, leave and holidays etc. of the regular driver as per the MoS dated 24.01.2014. Drivers Single OT 01/hr. (Beyond 8 th hour & up to 9 th hour) & Drivers Double OT 01/hr. (Beyond 9 th hour) for the additional drivers will be disbursed at the rates mentioned in Item No. 30, 40, 50 & 60 of point 10 respectively.	

Note: The wage component in the above rates is based on Govt. of India notified wages and MoS dated 24.01.2014. Any revision in the Govt. of India notified rates will accordingly be considered during the pendency of the contract. **The rates of wages shall accordingly be revised /amended from time to time against such revision as notified by Govt. of India.**

12. The above rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following:-
- (a) Variation in the offered fixed charges based on the internal rate will be effective provided placement of the vehicle is within stipulated time as mentioned in the tender documents. The variation will be **@ Rs.249.00 (Rupees Two Hundred & Forty Nine only) [excluding GST] per month in the fixed charges against variation of vehicle**

price in blocks of Rs.10,000/- (Rupees TEN THOUSAND) only. The increase / decrease will be affected based on the price variation over the cost of vehicle and will be considered as follows:

TYPE OF VEHICLE	COST OF VEHICLE (RS)
TATA STARBUS LPO10.2/54	27,58,720.00
ASHOK LEYLAND LS 1510.3 T6RB	31,82,200.00
EICHER STARLINE PRO 3010 L	28,29,010.00

In case, the vehicle is placed beyond the due date of placement, the increase in vehicle price will be considered up to the due date of placement only. However, for decrease in price (even for decrease after due date of placement) actual date will be considered. Any claim towards increase in the price of vehicle chassis must be made with all documentary evidence at the time of placement of the vehicle into OIL's service. Such claims must be made within 06(Six) months from the date of placement of the vehicle and belated claims will not be entertained.

In case, the bidder places vehicle model equivalent to above mentioned make & model, after due approval of Logistics Department, the chassis price shall be reimbursed limiting up to the maximum re-imbursement amount applicable against above models as chassis price re-imbursement and towards recovery of chassis price the difference between Rs. 31,82,200.00 and the actual invoice price shall be considered.

(b) First Variation in the offered running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the **tendered HSD price of 81.51 per Litre**. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. The variation in running charges will be calculated @ **Rs. Rs. 0.15/KM (excluding GST) for, TATA STARBUS LPO10.2/54 / ASHOK LEYLAND LS1510.3 T6RB / EICHER STARLINE PRO 3010 L BUS for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0 (zero).**

Reimbursement, recovery on account of subsequent increase / decrease in road tax / insurance / or any other taxes and duties (including GST if any) will be allowed subject to satisfactory documentary evidence. For reimbursement / recovery of the above, the basic values of different parameters per are given below:

A) INSURANCE PREMIUM:

Model of Vehicle	Year wise Insurance Premium.			
	2021/Month	2022/Month	2023/Month	2024/Month
TATA STARBUS LPO10.2/54	3335.52	3335.52	3335.52	3335.52
ASHOK LEYLAND LS 1510.3 T6RB	3585.52	3585.52	3585.52	3585.52
EICHER STARLINE PRO 3010 L	3370.62	3370.62	3370.62	3370.62

B) ROAD TAX, FITNESS, POLLUTION UNDER CONTROL, REG. ETC.:

Model of Vehicle	Year wise Road Tax, Fitness, Pollution Under Control Amount, Reg. etc.			
	2021/Month	2022/Month	2023/Month	2024/Month
TATA STARBUS LPO10.2/54	1650.00	1650.00	1650.00	1650.00
ASHOK LEYLAND LS 1510.3 T6RB	1650.00	1650.00	1650.00	1650.00
EICHER STARLINE PRO 3010 L	1650.00	1650.00	1650.00	1650.00

- 13.0 The wages etc. due to the driver(s) as per provisions of applicable MOS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) (declarations as per format may be seen at the office of the GM-Logistics) duly signed by both the contractor & Driver(s) along with the monthly statement-cum-kilometerage bill of each subsequent month in support of payment of the wages to driver(s) as mentioned in Para-11,SOQ (Part-II) above.

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

- 1.0 Hiring the services of 34 (thirty-four) Nos. brand new 42/48 seater fully built diesel buses (to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus) of **Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L** or equivalent model bus having 42/48 seating capacity, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorized by the Company.
- 2.0 (i) Contracts will be awarded to successful bidders on "one-bidder-two-buses" basis as applicable at Company offered rates.
- (ii) The award of contract will be decided on the basis of Draw of Lots.
- (iii) The bidders will be allotted priority number based on the results of the Draw of Lots. The bidder emerging first position in the Draw of Lots will be assigned as Priority No.1 and the rest will be continued as per their sequence in Draw of Lots respectively.
- (iv) The present requirement of Big Buses are 34 numbers which will be under "one-bidder-two-buses" contracts Therefore, 17 Nos. of bidders are required for the present requirement.
- (v) The total buses under the tender or the number of buses to be hired under each contract may increase/ decrease depending upon future requirement.
- (vi) Eight (08) Nos. of bidders will be kept in the priority list, for award of contract with the above condition as per their status for future requirement if any, up to a period of 01 year from the date of Draw of Lots or from the date of issue of first LOA whichever is earlier. Therefore, the number of bidders sequenced through Draw of Lots will be upto a maximum of 25 numbers.
- 3.0 The buses under the different contracts will be primarily based at different operating stations as under:-
- i) Priority Nos. 01 to 05: 02(two) Nos. Buses per bidder for Duliajan (for 10 Nos. Buses).
- ii) Priority Nos. 06: 02(two) Nos. Buses per bidder for EA (Digboi/Manabhum (for 02 Nos. Buses).
- iii) Priority No. 07 to 09: 02(two) Nos. buses per bidder for WA (Moran) (for 06 Nos. Buses).
- iv) Priority Nos. 10 to 15: 02(two) Nos. Buses per bidder for Duliajan (for 12 Nos. Buses).
- v) Priority Nos. 16: 02(two) No. Buses per bidder for EA (Digboi/Manabhum (for 02 Nos. Buses).

vi) Priority No. 17 : 02(two) Nos. buses per bidder for WA (Moran) (for 02 Nos. Buses)

vii) Priority Nos. 18 to 25: In the waiting list for future requirement for Duliajan/WA/EA (for 16 Nos. buses).

The order of priority will be maintained from the eligible bidders as per draw of lots. Once the buses are in these stations, same will be operated there itself. However, if required the same may be altered as per discretion of the Company. Company also reserves the right to place the vehicles at anytime, anywhere in Company's operational areas in Assam and Arunachal Pradesh depending upon the operational exigencies during the pendency of the contract. The company reserves the right to change the base station of the vehicle operation whenever necessary.

4.0 **Specification of the Bus:** Brand new 42/48 seater fully built buses to be purchased after issuance of LOA from the vehicle manufacturer or from their authorized dealer(s).

Model: Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L or equivalent model bus having 42/48 seating capacity.

(i) With applicable emission norms.

(ii) Wire mesh nets to window glass of driving seat in addition to rear glass & side windows.

(iii) Front windshield glasses having readily mountable wire mesh nets for its protection and to be used as and when required during emergency. Necessary mounting frames for the same should be provided.

(iv) NON-AC model with sliding windows.

(v) Provision of Overhead Rack and suitable Hand Rail with Hand Straps.

(vi) Individual/split High Head Rest seats (Material: High Density PU Foam Cushion or equivalent)

(vii) The seats shall have seat belts at least for driver seats and/or as per applicable motor vehicle rules of India and/or as per OEM specifications.

(viii) In case of supply of equivalent model, the contractor must get the equivalent model approved from Logistics Department, OIL with necessary documents prior to procurement. OIL reserves the right to reject any un-approved equivalent model of vehicle. However, there will be no relaxation in mobilization period as well as the aforementioned technical specifications in case of any equivalent model of vehicle.

(ix) Any deviation in the vehicle from the OEM specifications regarding seating capacity etc. will not be accepted. Similarly, discrepancy in Registration Certificate, Statutory Forms (e.g. Form 21 etc.) etc. with respect to OEM specifications will not be accepted.

5.0 The vehicle should be fitted with all applicable standard fittings/accessories like audio reverse gear alarm, fog lights, foot-step, speed-limiting device, applicable reflector tapes etc. Vehicle must be fitted with a suitable Vehicle Tracking System (VTS) which is to be maintained in active condition during the period of contract. The Contractor

will submit the Monthly VTS Statement clearly showing Monthly Total KM Run of the vehicle along with the Monthly Kilometer Cum Bill Statement, as and when instructed by the Company's Engineer/Officer.

- 6.0 Vehicle must be properly and thoroughly sanitized at regular intervals and additionally as and when instructed by the Company's Engineer/Officer. An amount of Rs.12000/-(Rupees Twelve thousand only) excluding GST per annum and Rs. 2800/- (Rupees Two Thousand Eight Hundred only) excluding GST per annum against cost of sanitizer and sanitizer spray machine respectively will be reimbursed on submission of proof of expenditure in original made for the same against each contract.
- 7.0 The operating rates will be offered by Oil India Ltd and the offered fixed charges per month are subject to revision as per notification issued by Govt. of India in relation to wage revision to the Driver(s) and Helper(s) engaged as notified by Govt. of India from time to time. Payment to driver(s) and helper(s) to be made in line with the applicable MoS and as per the applicable minimum wages as notified by Ministry of Labor & Employment, Govt. of India, which shall also apply to this tender .
- 8.0 Regular due payments to the drivers(s) and helper(s) are to be made by the contractor before expiry of the 10th day of every month as per THE PAYMENT OF WAGES ACT, 1936, irrespective of release monthly bill cum statement from the company.
- 9.0 An amount of Rs.3500/-(Rupees three thousand five hundred only) per annum per crew member, against uniform & shoes for each crew member, excluding relief crew members, will be reimbursed ,on submission of proof of expenditure in original made against the same.
- 10.0 All terms and conditions of applicable MoS shall apply to this tender.
- 11.0
 - i) The contractor should be personally present at the time of placement of the vehicles.
 - ii) The contractor must provide medical fitness certificate of the driver/helper from govt. recognized medical officer/govt. registered medical practitioner at the time of placement or during any change of the regular driver/helper.
 - iii) In company's opinion, if a driver/helper is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he may not be issued any entry pass. In that event the contractor has to replace the driver/helper on getting advice from the company.
 - iv) The crew should always wear proper uniform while attending duties.
 - v) Only adult persons are to be employed by the Contractor.
 - vi) Contractor must provide dully filled up FORM-O (Annexure III) of Oil mines regulation act 2017 (Report of the medical examination of drivers/helpers under rule 29-B) at the time of placement.
 - vii) In case of any accident etc., the Contractor should liaise with the concerned Police Station and District Authority for the safety of his crew and the Vehicle and must inform in writing to the user department about the cause of accident etc. immediately.
 - viii) The Contractor must submit the Labour Clearance Advice (LCA), as applicable, at the time of placement of the vehicle.

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

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

- a) Deteriorated mechanical condition of the vehicle.
- b) Frequent shutdown due to non-availability of fuel etc.
- c) During the currency of the contract, if it is found that the contractor submitted any false statement/ document in the application/ tender document.
- d) The vehicle must be owned and registered in the name of the contractor during entire tenure of the contractual period including extension period, if any. Change of ownership of the vehicle at any time during the tenure of the contract period will lead to termination of the contract.

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

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

15.0 Entry passes for OIL's protected areas will be issued by the company against written request from the contractor with full details, photograph etc. only of the crews to be engaged under this contract considering 02(two) drivers & 02(two) helpers per bus & for the contractor or his authorized representative.

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

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

18.0 TERMS OF PAYMENT:

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

- (i) Daily Log Sheets/ Duty Slip in original for the month.
- (ii) Wage Slip (Form XIX) of the driver(s) engaged for operation of Vehicles in the previous month.

(iii) Proof of cashless transaction /payment made to the driver(s) in support of submitted wage.

(iv) Register of Loan and recoveries (Form C),if applicable.

(v) Form B (Wage register)

(vi) Monthly attendance sheet of the driver(s) engaged by the contractor.

(vii) GSTN Invoice (if applicable)

(viii) Any other document in this regard, if required.

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

b) The above declaration on payment of wages should be for the previous month only e.g. the declaration to be submitted along with the bill of May 2022 should be for the payment of wages for the month of April 2022.

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

19.2 Payment of monthly bills, if undisputed, shall be made within 30(Thirty) days following the date of receipt of the same by the Company. The company shall within 30(Thirty) days of receipt of invoice notify the Contractor or any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.

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

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

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

ii) b) The monthly kilometreage statement-cum-bill must include a factual record based on daily log sheet/daily log book / Duty Slip for services rendered as per

instructions of the Company's Authorized Personnel, i.e. for Company duty only and should exclude for payment the following:

-Such kilometreage and time as may be involved on standby where kilometreage done for refueling is in excess of 5(Five) kms. Or time taken is more than 30(Thirty) minutes. In case a vehicle is allocated for operation in Arunachal Pradesh, Company may have -Such hours/days or part thereof as may be involved in any month when the vehicle(s) was/were shut down due to default or otherwise.

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

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

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

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

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

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

20.0 The wages etc. due to the driver(s) and helper(s) as per provisions of applicable MOS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) (declarations as per format may be seen at the office of the GM-Contracts or GM-Logistics) duly signed by both the contractor & Driver(s) and Helper(s) along with the monthly statement-cum-kilometerage bill of each subsequent month in support of payment of the wages to driver(s) and helper(s) as mentioned in Para-12,SOQ (Part-II).

21.0 Halting Charge is payable only when a vehicle has to stay overnight at a place other than the base station of the vehicle .In such case no overtime shall be payable after actual duty hours for overnight stay hours.

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

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

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

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

iv.) The Contractor is advised to submit the monthly statement of kilometers/ bills in time to avoid accumulation of bills and delay in payments.

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

- i.) Contractor shall maintain Wage Register in FORM B indicating the wage disbursed by the contractor.
- ii.) Contractor shall maintain Register of Loan and Recoveries in Form C by the contractor.
- 23.0 The supplier/ contractor has to declare a parking yard for the Buses he/she runs under Company's agreement within a radius of not more than 02(two) Kms from Shift Bus Terminal for Duliajan / Industrial Gate of other base station and the supplier/ contractor shall have to submit a declaration to this effect prior to placement of the buses. The same will be inspected by Company's Engineer for acceptance.
- 24.0 Buses will be normally released for servicing/ repairing in Tinsukia/ Dibrugarh & Sivasagar districts of Assam, considering the Base Stations of the buses. For any major repairing/ servicing of the Buses in other places depending upon the requirement, the contractor will have to take written permission from HoD-Logistics for carrying out such repairing / servicing. In such cases, HoD-Logistics will inspect the Bus/es prior to release/ allowing for repairing/ servicing- time allowed for any repairing/servicing will be as per the existing clause of the agreement.
- 25.1 Late reporting of the buses on any day for the assigned duty will not be acceptable. Such cases will be dealt strictly as per terms of the contract.
- 25.2 Contractor shall have to ensure effective supervision/ monitoring of the operation of their buses. The contractor has to arrange to collect the day-to-day Duty Slips for the buses from HoD-Logistics/Company Engineer and ensure that the assigned duties are carried out without fail. In case of breakdown of buses, it should be immediately communicated to Logistics Department without fail. Also, the contractor has to ensure the attendance of his/ their representative as and when required at Company's bus stands for execution of each allotted duty.
- 25.3 Bus/es will not be allocated duty and will be made shut down as decided by Company's Engineer, in case, Bus/es are found without spare wheels/ necessary tools and accessories required to be kept at all times with the buses.
- 25.4 In case of exigencies, Company's representatives will change the allocated duties of the Bus/es, which the crew must perform. Refusal to perform such duties will be dealt as per term of the contract.
- 25.5 Bus/es at all times must be kept roadworthy, safe and comfortable for the passengers & crew and updated with all necessary Documents/Permits etc. for carrying out round the clock duties in all seasons and to all areas authorize by OIL.
- 26.0 The Company reserves the right to extend the contract beyond four years at its own discretion. In case of such extension, Fixed Charge per month shall be reduced by 10% for the period of 05th year extension, if any excluding the wage component and such extension shall be binding on part of the contractor.
- 27.0 Parking fees as applicable will be reimbursed subject to submission of necessary requisite/vouchers in original.
- 28.0 The contractor shall faithfully discharge his obligations under all applicable laws in respect of this contract as well as the motor vehicles act/rules etc. and keep the

vehicle and the employee therein fully covered of all risks and accidents. The contractor shall engage as many numbers of drivers as may be necessary to maintain uninterrupted supply of service of the vehicle for 24 hours daily with 02 sets of crew (of 1 driver and 1 helper each set) having two shifts of 08 hours duty with applicable overtime each shift or if necessary beyond the said period for seven days a week.

- 29.0 Any claim of damages to the vehicle while on company duty must be submitted within 2(two) months from the date of incident. Belated claim shall not be entertained for settlement for whatever the reasons thereof.
- 30.0 Before engaging any driver/helper at the time of initial placement or subsequently, the driver's/helper's credentials must be submitted at Logistics Department for verification and acceptance. In such case the contractor will have to produce such crew members before the representative of Head-Logistics along with required documents.
- 31.0 Under no circumstances, the vehicle should carry out / involve in any unlawful activities / duties. In the event of any such case, the contractor will be held responsible for the consequences.
- 32.0 The Security Money deposited will be refunded to the contractor only after 03(three) months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. If any lapse found such as pending driver payments, withdrawal of vehicle before completion of contract period etc., PBG may not be released.
- 33.0 Refund of outstanding monthly bill or any claim for reimbursement on account of increase in Road Tax / Insurance will be allowed subject to submission of satisfactory documentary evidence etc. and must be done within three months from the date of release of the vehicle from the services of the Company. Belated claims may not be entertained.
- 34.0 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".
- 35.0 In case of any situation not provided under this Agreement, the Company's Engineer or any other person authorized on his / her behalf by the Company, shall have the right to decide upon any further claim on the facts and circumstances, which shall be binding upon the Contractor.
- 36.0 The Fixed charge per month includes the wages of 02(two) sets of crews [each set of crew consisting of at least 01(one) driver & 01(one) helper] including relief crew wages based on the round the clock duty of each bus.
- 37.0 APPLICABLE TERMS AND CONDITIONS DUE TO IMPLEMENTATION OF MOS DATED 24.01.2014:
- (a) An annual increase in the daily rate of wages will be made effective from 01.01.2014 onwards till expiry of contract as below:

(i) LMV/HMV Drivers (Skilled) : Rs 30.00 per day

(ii) Helpers (Unskilled) : Rs 20.00 per day

(b) In the event of the applicable minimum wages as notified by the Central Govt. exceeding the prevalent daily wages for Drivers, the daily wages will be suitably enhanced so as to cover the applicable minimum daily rate of wages notified by the Govt. of India.

c) The Drivers & Helpers will be entitled for bonus @ 8.33% of the daily wages subject to the wages ceiling under the Payment of Bonus Act, 1965 which has been included along with the monthly wages.

(d) The Drivers & Helpers are entitled for a weekly day of rest after working for 06(six) consecutive days from the contractor engaging them and the contractor shall ensure reliever Drivers & Helpers to run the services of the hired vehicles during the rest day.

(e) The Drivers & Helpers will be extended 03(three) national holidays and 02(two) festival holidays in a calendar year by the contractor. National Holidays means 26th January, 15th August & 2nd October. Festival holidays to be observed by the Drivers & Helpers will have to be declared in writing to (HoD)-Contracts / (HoD)-Logistics by the contractor within one week before commencement of the contract.

(f) The Drivers & Helpers will be granted 18(eighteen) days annual leave with wages by the contractor which will be non-cumulative and non-encashable. The annual leave with wages can be availed 03(three) times in a calendar year.

(g) The Drivers & Helpers will be extended 05(five) days of casual leave by the contractor in a calendar year which will be non-cumulative and non-encashable. The casual leave cannot be combined with annual leave and cannot be availed for more than 03(three) days at a time.

(h) The contractor shall deposit the PF and EPF with the PF authorities positively on or before the 15th day of the subsequent month and will submit the PF and EPF deposit receipt to the Company. On production of the receipt, the amount will be reimbursed to the contractor. For compliance to the provisions of the EPF & MP Act, the contractor will approach the concerned PF authorities.

(i) The Drivers will be insured for an amount of Rs 03(Three) Lakhs and the Helpers for an amount of Rs 02(Two) Lakhs under Group Personal Accident Policy (GPAP) by the contractor for coverage under Employees Compensation Act, 1923. The annual premium will be reimbursed to the contractor by the Company on production of documentary evidence.

(j) The Drivers & Helpers will be provided uniform and shoes by the contractor and the expenditure towards the same will be reimbursed to the contractor by the Company on submission of documents / proof of receipt as given below:

(i) 02(two) sets of uniform per year @ Rs 1500.00 x 2) : Rs 3,000.00

(ii) 01(one) pair of shoe per year @ Rs 500.00) : Rs 500.00

Total : Rs 3,500.00 per year

(k) The monthly disbursement of wages to the Drivers & Helpers by the contractor will be made latest by 10th day of the subsequent month. The mode of disbursing the monthly wages to the Drivers by the contractor will be through electronic mode (cashless transaction) directly to the individual bank account of the driver/helper(s) following Digital India Mission of the Government of India. The contractor will have to issue proper wages slip to the Drivers & Helpers containing therein all the requisite details such as income and deductions, if any. The contractor must also submit a certificate (declaration as per format) duly signed by both the contractor & crew along with the monthly statement-cum-kilometerage bill of each subsequent month in support of payment of the wages to crew as mentioned above. The wages etc. due to the crew must be paid in full in time, as mentioned elsewhere in the agreement. If there is any complaint from the crew members, the Company will be at liberty to deduct the wages etc. from the monthly bill.

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

(m) The Drivers & Helpers engaged by the contractor will be extended medical treatment in OIL Hospital at Duliajan in the event of any work accident arising out of the employment and in the course of employment.

(n) The Drivers & Helpers will not be engaged by the contractor on the following grounds:

(i) On attaining the age of 60(sixty) years.

(ii) *The person is found medically unfit.

(iii) For any riotous behavior and indiscipline.

(iv) Any person with adverse records.

*Note:

i)The contractor will submit a Medical Fitness Certificate every 02(two) years in respect of the Drivers & Helpers engaged by him/her.

ii) In case of any contradiction between "Applicable Terms and Conditions due to Implementation of MoS dated 24.01.2014" and any other clause of the Tender, then Applicable Terms and Conditions due to Implementation of MoS dated 24.01.2014 will prevail.

38.0 The above applicable terms and conditions due to implementation of MoS dated 24.01.2014 may be succeeded by new MoS, if any.

PART-3
SECTION-IV
SAFETY MEASURES (SM)

To
GM-CONTRACTS
Oil India Limited
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service:

Hiring the services of 34 (thirty-four) Nos. brand new 42/48 seater fully built diesel buses (to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus) of **Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L** or equivalent model bus having 42/48 seating capacity, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorized by the Company..

Sir,

We/I hereby confirm that we/I have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us/me by the concerned authorities. We/I 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/my 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/I 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/I 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/my 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/me and all expenditure towards this would be on our/my account.

e) We/I 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/me and the Company will not be responsible for any lapses on our/my part in this regard.

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
3. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
4. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
5. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
6. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
7. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format. (Applicable for vehicles/equipment deployed in Mines areas only.)
8. For the vehicles deployed in Mines areas, the Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. (Applicable for the vehicles/equipment deployed in Mines area only).
9. For the vehicles deployed in Mines areas, the return shall be submitted quarterly (by

- 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.(Applicable for vehicles/equipment deployed in Mines areas only).
10. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
 11. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
 12. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
 13. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
 14. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).(Applicable for vehicles/equipment deployed in mines areas only). For other cases, the Contractor shall follow the Safe Operating Procedure (SOP) of the Company, for the work to be carried out.
 15. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
 16. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.(Applicable for vehicles/equipment deployed in Mines areas only)

17. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
18. The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting. (Applicable for vehicles/equipment deployed in Mines areas only).
19. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge. (Applicable for the vehicles/equipment deployed in mines area only).
20. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
21. OIL will communicate all information to the Contractor or his authorized representative only.
22. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
23. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
24. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
25. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed. (Applicable for vehicles/equipment deployed in mines areas only).
26. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
27. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site. (Applicable for vehicles/equipment deployed in mines areas only).
28. Barricading of area to be done with reflecting tapes as applicable during work. (Applicable for vehicles/equipment deployed in mines area only).
29. Sufficient Nos. of traffic cones, barricading equipment, wheel chokes, torchlight, etc. shall be available with the vehicles for use during off-site breakdown of vehicles.

30. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours. Contractor shall provide (keep along with vehicle) extra wheels, proper tools and tackles, first aid box, fire extinguishers and any other item as required by law.
31. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
32. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
33. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
34. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
35. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
36. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
37. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
38. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.
39. Contractors shall ensure that the employed person(s) shall have valid driving license and sound mental condition to carry out the job entrusted for. The driver(s)/crew attached to the vehicle should be well mannered and in a clean clothing.
40. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

Yours Faithfully

(Seal)

Date_____

Shri/Smti_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract(s) for Hiring the services of 34 (thirty-four) Nos. brand new 42/48 seater fully built diesel buses (to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus) of **Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L** or equivalent model bus having 42/48 seating capacity, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorized by the Company. 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 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.

5. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

6. The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

7. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

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

Section: 9 -Pact Duration

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

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

Section:10 -Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, 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 / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....
For the Principal

Place: Duliajan

Date:

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

(Applicable to the Dependent Sons/daughter/parents only)

BEFORE THE NOTARY AT :: ASSAM

A F F I D A V I T

Dated

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

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

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

- (1) That, the above named deponents are the citizens of India and permanent resident of the abovementioned address.
- (2) That, the Deponent No. 1, i.e. Shri/Smti. _____ is the father/mother/son/daughter of the Deponent No. 2, who is serving as _____ under Oil India Limited, in the Department of _____, having Regd No./Salary Code..... and hence the name of the Deponent No. 2 has been recorded as dependent in the dependent list of OIL.
- (3) That, the Deponent No. 2 intends to participate in the Tender No.
Floated by Oil India Ltd., Duliajan, for supply of
- (4) That, the Deponent No. 1 & 2, jointly declares and undertakes that if the Deponent No. 2 is found eligible for the award of contract under the said Tender to supply of desired vehicle, then his/her name shall be deleted from the dependent list of OIL and accordingly Deponent No.2 will submit a certificate before the issuance of LOA

from the concern department showing that his/her name is deleted from the dependent list of OIL.

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

OATH

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

Identified By

DEPONENT NO. 1

(Advocate)

DEPONENT NO. 2

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

NOTARY

BID FORM

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

SUB: BID FORM.
E-TENDER NO.: CDT8813P22

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference.

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

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

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 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)

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

Photo

1. Name of the Bidder:
2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.):
3. Name of owner/partner/director of the Firm:
4. Registered Postal Address with PIN Code:
5. Telephone Number:
6. Mobile Number:
7. E-mail ID:
8. Fax Number:
9. PAN:
10. GST Registration No. (if available):
11. PF Code (if available):
12. ESI Code / Sub-Code (if available):
13. Bank details of bidder: Name of Bank, Branch Code & Address: Account Type (Savings/Cash credit/Current etc.): Account Number: IFSC / RTGS Code of the Branch: NEFT Code of the Bank:
14. Bid Security / EMD: Deposited vide Bank–Draft/Banker's–Cheque / Bank Guarantee: No. _____ date _____ of _____ /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).

BID SECURITY DECLARATION
(to be submitted on Bidders's letter head)

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

TENDER NO. CDT8813P22

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a **“Bid Security”** in the form of a **“Bid-Securing Declaration”**.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Name and Signature of
Authorized Signatory and Company Seal

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

Date: _____

TO,
THE CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

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

E-TENDER NO.: CDT8813P22

Dear Sir,

With reference to above noted tender, I/We hereby confirm that if the contract under the tender is awarded to me /us, I/We will pay monthly wages & overtime to our crew /staff engaged under this contract as per M.O.S dated 24.01.2014 /Minimum wages as notified by Govt. of India, whichever is higher.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

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

STATEMENT OF NON-COMPLIANCE**E-TENDER NO.: CDT8813P22****(Only exceptions/deviations to be rendered)**

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

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

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

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

FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Note 'b' under Clause 2.2 Financial Criteria of BEC-BRC of Tender No. CDT8813P22

I _____ the authorized signatory(s) of _____

(Company or firm name with address) do hereby solemnly affirm and declare / undertake as under:

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

[FORMAT FOR SELF DECLARATION]**(REF. Clause 2.1.1 (v) of BEC-BRC)****[For bidder(s) with experience of providing attached bowser(s)/ tanker(s) in OIL]**

TO,

GM-CONTRACTS

OIL INDIA LIMITED, DULIAJAN**Sub: Self declaration**

Sir(s),

With reference to Tender No. **CDT8813P22**, I/We hereby submit our offer against the experience criteria as per **BEC-BRC 2.1.1(v)** and the details are given as under-

Name of Bidder:
Name in which the attached bowser(s)/ tanker(s) was operated under OIL's contractor:
Name of OIL's contractor under which the attached bowser /tanker was operated in OIL INDIA LIMITED (OIL):
Description of Service:
Attached bowser(s)/ tanker(s) Registration No(s). & Capacity in KLs:

OIL's Contract Number under which the above bowser / tanker was operated	Operating Department of OIL	Type [Original contract/Extension(s) of the original contract / emergent contract(s) of the original contract, mention as applicable]	Attached bowser/tanker registration number	Period of Attached bowser/tanker services under the contract	
				From	To

The above statements are true to the best of my / our knowledge, belief and information and nothing material has been concealed. In case the above statement of mine /us is found to be false / incorrect at any point of time, the offer(s) shall be treated as non-responsive, the contract (if awarded) shall be terminated and Company shall be at liberty to initiate necessary action as deemed fit against me /us.

Note: Bidder(s) may also provide any other data / information in separate letter duly signed by the bidder or their authorised representative if they desire.

Signature of the bidder or their authorised representative

Name:_____

LETTER OF AUTHORITY

TO,

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

Sir,

SUB: LETTER OF AUTHORITY

E-TENDER NO.: CDT8813P22

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 the services of 34 (thirty-four) Nos. brand new 42/48 seater fully built diesel buses (to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus) of **Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L** or equivalent model bus having 42/48 seating capacity, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorized by the Company.

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.

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

Your Tender No. CDT8813P22

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

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized

Signatory Name:

Designation :

Phone No. Place:

Date:

(Affix Seal of the Organization here, if applicable)

FORM OF PERFORMANCE BANK GUARANTEE

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

To

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

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

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

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

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

This guarantee is valid until the _____ day of _____

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall be restricted up to Rs.

b) This guarantee shall be valid till

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of the Bank _____

Address _____

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited
Contracts Department
Duliajan, Assam - 786602

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

BG issuing bank details:

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

Declaration:

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

Authorized Signature _____
Name _____
Vendor Code _____
Email ID _____

Mobile No. _____

AGREEMENT FORM**CONTRACT NO.** _____**for**

Hiring the services of 34 (thirty-four) Nos. brand new 42/48 seater fully built diesel buses (to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus) of **Model: TATA STARBUS LPO 10.2/54 / ASHOK LEYLAND LS 1510.3T6RB / EICHER SKYLINE PRO 3010 L** or equivalent model bus having 42/48 seating capacity, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of 4(four) years for round the clock duties authorized by the Company.

This Agreement is made on _____ day of _____ 20__ between **Oil India Limited**, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and **Sri/Smt./Miss** _____ (**Vendor Code:** _____) of _____ hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part;

WHEREAS the Company desires that Services of "XXXXXXX" should be provided by the Contractor as detailed hereinafter or as Company may require;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section II attached herewith for this purpose;

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Application submitted by the Contractor against Company's Tender No.CDT8813P22.

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

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

shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

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

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

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

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

SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF:

<u>OIL INDIA LIMITED</u> (COMPANY)	 (CONTRACTOR)
Signature: _____ Name: _____ Designation: _____	Signature: _____ Name: _____

In presence of:

1) _____

2) _____

In presence of:

1) _____

2) _____

TECHNICAL CHECKLIST/REQUIREMENT SHEET

Sl No	Clause No. of Tender Document.	Description	Bidders Remarks Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
1	1.0	<u>GENERAL CONFORMITY:</u> The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in Section-III of Part-3 of this tender. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bid(s) without which the same will be considered as non-responsive and rejected.		
2	BRC/BEC Clause: 2.1	<u>TECHNICAL CRITERIA:</u>		
3	2.1.1	The bidder shall have experience of SIMILAR work against one contract (along with Emergent/Extension Contract, if any, using the same vehicle as deployed against the original Contract without any time gap) of minimum Rs. 39.45 lakhs (Rupees Thirty Nine Lakhs Forty Five Thousand Only) in Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Government Corporations in previous 07 (seven) years to be reckoned from the original bid closing date i.e within the period 15/12/2014/ to 14/12/2021 (both day inclusive). Documentary evidence must be submitted along with the Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. as applicable showing:		

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

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

Notes to clause 2.1.1:

(i) **"Similar Work"** means providing Transport Services involving Heavy Passenger Vehicles / Buses/ Heavy Vehicles/ Logistic Equipment or any other Transport Services.

(ii) The bidder must have experience of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/Government Corporations for any length of time during the last 07(seven) years ending **on 14.12.2021** (Original Bid Closing Date) i.e. for any length of time within the period 15/12/2014/ to 14/12/2021 (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out one similar work of minimum **Rs. 39.45** lakhs. Accordingly, the Starting Date and/or the Job Completion Date of the work need not necessarily fall within the seven years period of 15/12/2014/ to 14/12/2021; but the value of work done must be of requisite amount within the period.

(iii) . Bidder(s) executing similar nature of work which is still running will also be taken into consideration if the applicant/bidder(s) meets the prescribed value within the period as mentioned above in one similar work.

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

Or

(v) The bidder must have experience of providing attached bowser(s) / tanker(s) of capacity not less than **9KLs** to Oil India Limited [i.e. experience of providing attached tanker(s) / bowser(s) to the contractor(s) engaged by Oil India Limited] continuously for a minimum period of **02 (two) complete years during the last 07 (seven) years to be reckoned from the (original bid closing date).**

Bidders participating with experience of attached bowser(s) / tanker(s) services as above shall submit a self-declaration (as per **Annexure-H**, as applicable) mentioning the following along with the bid as evidence:

(a) Contract number & name of contractor against which the vehicle was deployed for OIL's operation.

(b) Vehicle Registration Number.

(c) Period for which the vehicle was deployed under the contract.

(d) Description of Service.

Note to Bidder(s) for Clause No. 2.1.1(v) above:

In case the time period of attached bowser(s) / tanker(s) services does not meet the minimum period of **02 (two) complete years** in the original contract during the specified time period (**during the last 07 years to be reckoned from the original Bid closing date**) as above, the following must be met by the bidder(s) to be qualified against this tender:

The time period of attached bowser(s) / tanker(s) services in extension(s) of a contract / in emergent contract(s) during the specified time period as above shall be added with time period of attached bowser(s) / tanker(s) services in the original contract within the specified time period to determine the attainment of the tendered requisite time

		period (continuously for a minimum period of two complete years). This is applicable if, the extension(s) of the contract / the emergent contract(s) is /are /were awarded by Oil India Limited (OIL) for the same vehicle / service with the same terms & conditions of the original contract without any interruption of the services. Such bidder shall submit a self-declaration (as per Annexure-H, as applicable) mentioning the following along with the bid as evidence: (a) Original contract number & name of contractor against which the vehicle was deployed for OIL's operation. (b) Extended contract number(s). (c) Emergent contract number(s). (d) Vehicle Registration Number. (e) Period for which the vehicle was deployed under the contract.		
4	BRC/BEC Clause: 2.2	FINANCIAL CRITERIA:		
5	2.2.1	Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs. 23.67 lakhs (Rupees Twenty three Lakhs Sixty Seven Thousand Only).		
6	2.2.2	Net worth of bidder must be positive for preceding financial/accounting year. Note: The Net worth to be considered against Clause 2.2.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013. Notes to BEC Clause 2.2 above: a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration		

		Number), certifying the Annual turnover & Net worth as per format prescribed in Annexure-F. OR (ii) Audited Balance Sheet along with Profit & Loss account. Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Annexure-G. c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder will have to provide documentary evidence for the same. d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under		
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		para a. and b. above. e) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Clause 2.2.		
7	Clause: 2.3	<u>AWARD OF CONTRACT:</u>		
		Award of contract will be done as under: (a) Contracts will be awarded to successful bidders on "one-bidder-two-buses" basis as applicable at Company offered rates. (b) The award of contract will be decided on the basis of Draw of Lots. (c) The bidders will be allotted priority number based on the results of the Draw of Lots. The bidder emerging first position in the Draw of Lots will be assigned as Priority No.1 and the rest will be continued as per their sequence in Draw of Lots respectively. (d) The Present requirements of Big Buses are 34 Nos. which will be under "one-bidder-two-buses" Contracts. Therefore 17 nos. of bidders are required for the present requirement. (e) The total buses under this tender or the number of buses to be hired under each contract may increase/decrease depending upon future requirement. (f) 08(Eight) nos. of bidders will kept in the waiting list, for award of contract with the above condition as per their status for future requirement if any, upto a period of 01 year from the date of Draw of Lots or from the date of issue of first LOA whichever is earlier. Therefore, the number of bidders sequenced through Draw of Lots will be upto a maximum of 25 numbers. However, Oil reserves the right to extend the validity of the waiting list and increase the number of bidders in the waiting list suitably. (g) OIL may conduct the draw of lots before scrutiny of the bids. In the event, technically qualified bidders are less than the		

		Company's requirement from the first Draw-of-lot, then the balance requirement shall be selected through a second Draw-of-lot. Subsequent Draw-of-lots in the above manner shall be conducted till the requirement of technically acceptable bidders is exhausted. OIL reserves the right to shortlist the appropriate nos. of bidders in the Draw-of-lots.		
8	Clause: 3	COMMERCIAL EVALUATION CRITERIA:		
9	3.1	Bidders must agree clearly and strictly with the rates / price schedules outlined in Part-3, Section-II (SOQ) and terms & conditions of the tender; otherwise the bid will be rejected.		
10	3.2	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.		
11	3.3	Bids submitted after the Bid Closing Date and Time will be rejected.		
12	3.4	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.		
13	3.5	If the applicant happens to be a son/daughter/ spouse of any OIL employee, he/she shall have to submit Profoma-A and/or a Certificate from the HR-Relations Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list of the Company; failing which the offer will be rejected.		
14	3.6	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Securing Declaration" (ANNEXURE-C) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.		
15	3.7	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.		

16	3.8	The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.		
17	3.9	Bid should be valid for period of 90 (Ninety) days from the Bid Closing date. Bids with shorter validity shall be rejected as being non-responsive.		
18	3.10	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) Bid Securing Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Insurance Clause (vii) Scope of work (viii) Taxes Clause (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Termination Clause (xv) Integrity Pact (xvi) Liability Clause		
19	3.11	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide “Appendix-I/Integrity Pact” . 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.		
20	3.12	Only one bid against an applicant offering individually as well as under		

		Proprietorship/Partnership firms shall be accepted. In case any bidder is found to have submit more than one bid including bids submitted under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or and in the name of firm where he/she is a partner/sole proprietor will be rejected		
21	3.13	Bid received without attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" in case bid is submitted in the name of partnership firm will be rejected.		
22	Clause: 4	<u>GENERAL:</u>		
23	4.1	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.		
24	4.2	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.		
25	4.3	In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the Company will be final and binding on the bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.		
26	4.4	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.		
27	4.5	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail		
28	4.6	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.		

29	Clause: 5.0	<u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.		
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CHECKLIST FOR APPLICANTS (for guidance only)

Item	Remarks (Yes/Not applicable)
1) Have you submitted the Non-Dependant Joint Declaration (Proforma-A), if applicable?	
2) Have you submitted Bid Form as per (Annexure-A)	
3) Have you submitted Bidder Details (Annexure-B)?	
4) Have you submitted the Bid Security Declaration (Annexure-C)?	
5) Have you submitted the duly signed Integrity Pact (Appendix-I)?	
6) Have you submitted documentary evidence in support of requisite Experience Criteria as per clause 2 of BEC/BRC of Part-2 ?	
7) Have you submitted self-declaration as per clause 2.1.1(v) BEC/BRC of Part-2 (Annexure-H) (if applicable)?	
8) Have you submitted documentary evidence in support of Annual Turnover & Net Worth (Annexure-F)?	
9) Have you submitted Certificate of Compliance to Financial Criteria (Annexure-G) (if applicable)?	
10) Have you submitted Undertaking As Per Note No.11.0, SOQ (Annexure-D)	
11) Have you submitted the Statement of Non-Compliance (Annexure-E)?	
12) Have you submitted Letter of Authority (Annexure-I) (if applicable)?	
13) Have you submitted undertaking by Bidders towards submission of authentic information/documents (Annexure-J)	
14) Have you enclosed attested copy of Deed of Partnership (if applicable)?	
15) Please confirm that, you have submitted only One Bid.	

END OF TENDER DOC