

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT,
P.O. DULIAJAN-786602, ASSAM

COVERING LETTER/INSTRUCTION TO BIDDERS (ITB)

OIL INDIA LIMITED (OIL) invites applications (as per format enclosed herewith & available on OIL's website: www.oil-india.com) in duplicate along with requisite documents as indicated from experienced and resourceful bidders for Hiring Services of brand new 18 to 20 seater AC buses at OIL's offered rates as per following terms & conditions:

TENDER NO.	:	DCT6142P18
Description of Services	:	Hiring services of 3 Nos. Brand New, fully built, 18 to 20 seater AC bus to be purchased from vehicle manufacturer as a complete bus of Make: Swaraj Mazda, Model: SML ISUZU Executive LX 19+D (BS-IV) AC Coach, Reclining Push back seat; or Make: Eicher, Model: Eicher10.75 H HB PS AC PB SKYLINE LIMO (18+1+1) (2x1) ABS MINIBUS or any other equivalent make & model with all standard fittings & accessories and upholsteries, to be used primarily for Airport Service for a period of 4(four) years purchased after issuance of LOA and to be stationed at OIL's operational areas in Assam & Arunachal Pradesh.
Quantity of buses required	:	03 (three) nos. of buses on One Applicant - One Bus basis.
Location of Work	:	OIL's operational areas in Assam & Arunachal Pradesh. Base Station/Primary Location of the vehicle will be Duliajan.
Period of Contract	:	4(four) years from the date of placement of the vehicle.
Vintage of the vehicle	:	Brand new vehicle to be purchased after issuance of the LOA.
Period of Application/ Bid Submission	:	26.10.2017 to 28.11.2017 (within working hours) The complete application along with relevant supporting documents should be submitted at the Transport Section of Contracts Department of Oil India Limited, Duliajan-786602, Assam.
Applications/Bids to be addressed to	:	Chief General Manager (Contracts), Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602

Validity of Application/ Bid	:	90 (Ninety) days from the last date for Submission of Application.
Tender Fee	:	<p>Rs. 1,050.00 (Rupees One Thousand & Fifty only) [including GST]</p> <p>Tender fee must be in the form of Demand Draft/Banker's Cheque from any Nationalised /Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan. Tender fee can also in the form Indian Postal Orders payable to the OIL INDIA LIMITED at Duliajan. No other mode of tender fee will be accepted by the Company.</p> <p>Tender fee should be submitted along with the application.</p>
Bid Security Amount	:	<p>Rs. 1,37,000.00 (Rupees One Lakh Thirty-Seven Thousand only)</p> <p>The Application must be accompanied (except those who are exempted) by a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) purchased from any Scheduled / Nationalised Bank favouring OIL INDIA LIMITED, payable at DULIAJAN or Pay-in-Slip (available at designated banks at Duliajan) for the amount applicable towards Earnest Money Deposit (EMD). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY. The EMD shall not earn any interest to the tenderer(s) from the Company.</p> <p>Applications without BID SECURITY (except those who are exempted) in the manner specified above will be summarily rejected.</p> <p>The validity of Bid Security in the form of BANK GUARANTEE should be minimum upto 180 days from the last date for Submission of Application.</p> <p>If Bank Guarantee (BG) is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail, Branch Code, Code Nos. of authorised signatory with full Name & Designation, Phone No., Fax No. etc.) from where confirmation towards genuineness of the BG can be obtained.</p> <p>In case of extension of closing date for Submission of Application, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.</p>
Mobilisation Period	:	4(four) months from the date of issue of LOA.

Liquidated Damage for delay in placement of vehicle	:	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.
Amount of Performance Security	:	10% of annualised Contract value
Validity of Performance Security	:	90 (ninety) days beyond the contract period/duration.

2.0 Interested bidders may download the application form & other relevant formats from OIL's website (www.oil-india.com) or collect the same from the office of the CGM-CONTRACTS within the period mentioned above. Applicants are to note that the application form & other relevant formats are to be downloaded /collected well in advance for timely submission of applications. OIL will not be held responsible for any delay in this regard.

3.0 Application form & other relevant formats consist of the following:

- (i) Application Format (Annexure-I)
- (ii) Affidavit Format (Annexure-II)
- (iii) Non-Dependent Joint Declaration Format for applicant whose parents are OIL employees (Annexure-III)
- (iv) Integrity Pact (Annexure-IV)
- (v) Bid Form (Proforma-A)
- (vi) Statement of Non-Compliance (Proforma-B)
- (vii) Letter of Authority (Proforma-C)
- (viii) Bank Guarantee Format (in case EMD is submitted in the form of BG) (Proforma-D)
- (ix) Annual Turnover & Net Worth Format (Proforma-E)
- (x) Checklist (Proforma-F)

4.0 **Submission of Application:** The applicants will have to submit their applications in Duplicate along with the documents mentioned below within the period for submission of application:

- (i) Duly filled up Application format (Annexure-I) in duplicate, Court Affidavit in original as per Annexure-II and Joint Declaration (if applicable) in the form of Court Affidavit in original as per Annexure-III, duly signed Integrity Pact (Annexure-IV) and all relevant proformas as mentioned above.
- (ii) Self-Attested documents in support of fulfilling the Qualification criteria as mentioned in **clause 5.0 (Bid Evaluation/Rejection criteria)** below.
- (iii) Tender fee as mentioned above (if not exempted).
- (iv) Bid Security as mentioned above (if not exempted).

5.0 **Bid Evaluation/Rejection Criteria:** The applicants must meet the following criteria, otherwise the application shall be considered as non-responsive & rejected:

5.1 **Financial Criteria:**

- (i) Annual Financial Turnover of the applicant during any of the preceding three financial years reckoned from the original Bid Closing date must be at least **Rs. 5.13 Lakhs**.
- (ii) Net Worth of the applicant for the preceding financial year from the original Bid Closing date.
- (iii) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year 2016-17 has actually not been audited so far.

Notes:

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

OR

- (ii) Audited Balance Sheet along with Profit & Loss account.
- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

- 5.2 **Experience Criteria:** The applicant must have experience of 01(one) “**similar work**” of minimum **Rs. 8.55 Lakhs** in Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Corporations in previous 07 (seven) years to be reckoned from the original Application Submission deadline.

Documentary evidence must be submitted along with the Application. The documentary evidence (attested/self attested) must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate/OIL's Service Entry Sheet 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) and/ or Work Order(s) are not acceptable as evidence.

Note:

- (i) “**Similar Work**” means providing Transport Services involving Light Passenger Vehicles / Buses/ Heavy Vehicles/ Logistic Equipment or any other Transport Services.
- (ii) Applicant(s) executing similar nature of work which is still running will also be taken into consideration if the applicant(s) meets the prescribed value within the period as mentioned above in one similar work.
- (iii) Similar work executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting the experience.

5.3 COMMERCIAL:

- (i) Applications received in format other than the prescribed formats as mentioned in para 3.0 above shall be rejected.
- (ii) If the address happens to be of OIL's Quarters/ Settlement Area/OIL Premises (excluding "OIL MARKET" & "PUBLIC BUS STAND", Duliajan) the bid will be rejected. However, this clause shall not be applicable for Son(s)/ Daughter(s) of OIL employees in service who are not dependent of OIL employee as per OIL's policy.
- (iii) If the bidder is employed in Government/Quasi Government /Public sector Undertaking and/ or dependent of OIL employee in service, the bid will be rejected.
- (iv) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Applicants as per format enclosed vide **Annexure-IV** of the prescribed format. The Integrity Pact shall be submitted by the Applicant along with the application duly signed (all pages of the Integrity Pact) by the same signatory who signed the Application i.e. who is duly authorized to sign the Bid. If any applicant refuses to sign the Integrity Pact or decline to submit the Integrity Pact, their application shall be rejected straightway.

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

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

- (v) In case the bidder offers equivalent model of Bus(es), the bidder must specify the model of the Bus(es) in the prescribed format (**Annexure-I, Para-16**) and submit attested / self- attested copy of legible technical leaflet(s) /leaflet(s) in original containing detailed specifications of the offered Bus(es) along with the bid for scrutiny; otherwise the bid will be rejected.
- (vi) Bids received without requisite Bid Security as specified will be rejected (except those exempted).
- (vii) Any bids received by the company after deadline for submission of bids prescribed by the company will be rejected.
- (viii) Bids received without requisite Bid Security as specified will be rejected (except those exempted).
- (ix) Any bids received by the company after deadline for submission of bids prescribed by the company will be rejected.
- (x) Any bid received in the form of Telex /Cable /Fax /E-mail will not be accepted.
- (xi) Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or their authorised representative on the pages as specified, failing which the bid will be rejected.
- (xii) Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.
- (xiii) Any bid containing false statement will be rejected and action shall be initiated against the bidder.
- (xiv) Bidders must agree clearly and strictly with the rates / price schedules outlined in Part-II (SOQ) and terms & conditions of the tender; otherwise the bid will be rejected.
- (xv) Bid received with validity of offer less than **90 (Ninety) days** from the date of Bid opening will be rejected.
- (xvi) 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.
- (xvii) Applications received without requisite tender fee as specified will be rejected (except those who are exempted).
- (xviii) Bid(s) not meeting the above eligibilities shall be rejected. Also, bid(s) received without adequate documentary evidence in support of requisite experience and /or turnover shall be rejected.

6.0 APPLICABLE RATES:

Item No.	Description of Service	Rate (Rs.)
10	Fixed Charge per month per Bus (Vehicle for 24 hours & duty of crew for 8 hours per day)	70,344.36
20	Running Charge per Km per Bus with AC Operation at HSD price Rs.60.04/- per litre	9.55
30	Running Charge per Km per Bus without AC Operation at HSD price Rs.60.04/- per litre	9.35
40	Single Overtime rate of Driver (for duty beyond 8 hours & upto 9 hours per day)	21.25
50	Single Overtime rate of Helper (for duty beyond 8 hours & upto 9 hours per day)	15.00
60	Double Overtime rate of Driver (for duty beyond 9 hours per day)	110.25
70	Double Overtime rate of Helper (for duty beyond 9 hours duty)	76.75
80	Parking Charge at yard per Bus per month	315.00

Notes:

(i) The above rates are exclusive of GST. Fixed Charge includes wages of driver / helper / relief driver/helper and all other liabilities including statutory liabilities. Fixed Charges also includes vehicle for 24 hours availability with services of Driver/Helper/ relief crew for 8 hours normal duty every day.

(ii) The Airport Parking fee shall be reimbursed at actuals against documentary evidence.

(iii) The Contractor(s) shall have to pay monthly wages to his/ her/their crew/staff engaged under this contract as per provisions of M.O.S dated 24.01.2014, copy of which is available at the office of CGM-CONTRACTS. The current applicable rates of wages are as given below:

- (a) Driver: Rs. 11,184.42 per month
- (b) Helper: Rs. 7,960.42 per month
- (c) OT as mentioned in Price Schedule

7.0 TECHNICAL SPECIFICATION OF THE BUS:

The Brand New 18-20 Seater AC Minibus, supplied against this tender shall meet the following models/specification:

7.1 MAKE & MODEL:

- (a) Make - Swaraj Mazda, Model- SML ISUZU EXECUTIVE LX 19+D (BS-IV) AC COACH, Reclining Push back seat
- (b) Make- EICHER, Model-EICHER 10.75 H HB PS AC PB SKYLINE LIMO (18+1+1) (2X1) ABS MINIBUS
- (c) Any other equivalent MAKE & MODEL of 18 TO 20 Seater fully built by the vehicle manufacturer AC Minibus to be purchased from the vehicle manufacturer as a bus.

TECHNICAL LEAFLET CONTAINING DETAILED SPECIFICATIONS OF THE OFFERED AC MINIBUS SHALL BE SUBMITTED ALONG WITH BID IN ORIGINAL FOR SCRUTINY.

NOTE: IN CASE OF SUPPLY OF EQUIVALENT MODEL AS PER CLAUSE (c) ABOVE, MAKE & MODEL OF OFFERED FULLY BUILT AC MINIBUS BY THE VEHICLE MANUFACTURER SHALL BE CLEARLY INDICATED IN THE BID.

7.2 The buses shall have sufficient luggage space preferably at the rear to accommodate the luggage of Airport passengers.

7.3 The conductor/helper should be of good behaviour to deal with the Airport passengers. He must facilitate/help the passengers to accommodate their luggage while boarding and deboarding.

7.4 The buses to be furnished with good quality window curtains, aisle-carpet etc.

7.5 The buses to be fitted with good quality music system.

7.6 Detailed specification of the Buses is available in the Part-III (SCC) of Terms & Conditions.

8.0 AWARD OF CONTRACT:

- a) The Contract shall be awarded on one Contract-one Vehicle basis.
- b) The award of contract will be decided on the basis of Draw of Lots.
- c) On receipt of an application, a four-digit number will be allocated to each applicant. The duplicate copy of the application after assigning the number shall be returned to the applicant.
- d) After initial scrutiny (with regards to completeness of the application) of the applications received, draw of lots will be held amongst the shortlisted applicants.
- e) **20(twenty) applicants** shall be selected through draw of lots mentioned above. The applicants 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.
- f) The 20(twenty) applications selected through draw of lots shall then be further scrutinised with respect to qualifying criteria of the tender as mentioned in Para-5.0 above.
- g) If the above applications are found to be techno-commercially acceptable, then the applicants shall be considered for awarding of Contract as per priority no. of the applicant.
- h) Since, the requirement of AC Minibus under this tender is 03(three) Nos., the top three (priority no. wise) techno-commercially qualified applicants shall be considered for awarding of contract.

i) Further next three (priority no. wise) techno-commercially qualified applicants shall be kept in waiting list for any future requirement. The waiting list shall remain valid till one year from the date of Draw of Lots. In case of failure of the selected applicant for the present requirement/any future requirement, remaining selected applicant will be considered in order of priority for award of contract.

j) However, failure of the selected applicants shall result in forfeiture of Bid Security / Security Deposit, debarment for a period of 02(two) years from the date of default.

k) The date, time & venue of Draw of Lots shall be notified later.

9.0 EXEMPTION FROM SUBMISSION OF TENDER FEE:

If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are Registered.

Copy of valid Registration Certificate (attested / self-attested) must be submitted and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

Government Departments, Public Sector Units (PSU) are also exempted from payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

The firms registered with NSIC / Directorate of Industries etc. as mentioned above who intend to claim exemption from payment of Tender Fee, must furnish the evidence (**attested / self-attested**) that they are registered for the items they intend to bid.

Documentary evidence (**attested/self-attested**) as specified must be submitted to OIL along with the application (in case the bidder purchases the specified document from the office of CGM-CONTRACTS) /offer (in case the bidder downloads the specified document from OIL's website) by the bidder(s) who intend to claim exemption from payment of Tender Fee.

10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

Central Government offices and Public Sector undertakings are exempted from submitting Bid Security.

If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a copy of valid Registration Certificate (**attested/self-attested**) clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies along with the offer. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence (attested

/ self-attested) issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed along with the offer.

11.0 IMPORTANT NOTES:

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

12.0 The tender will be governed by the following bid documents:

- ☐ **Covering Letter / ITB** - Covering Letter with Instructions to Bidders (ITB).
- ☐ **General Conditions of Contract** - GCC
- ☐ **Schedule of Work, Unit and Quantity** - SOQ
- ☐ **Special Conditions of Contract** - SCC
- ☐ **Safety Measures** - SM
- ☐ **Annexures** - Application Format (Annexure-I), Court Affidavit (Annexure-II), Non-Dependent Joint Declaration Format (Annexure-III) & Integrity Pact (Annexure-IV).
- ☐ **Proformas** as mentioned above

The complete tender details may be downloaded from OIL's website www.oil-india.com under National Tenders section.

13.0 AMENDMENTS: All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on OIL's website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

14.0 The Bidder(s) may consult GM-LOGISTICS or his/her Representative(s) to assess the nature and extent of the services and the conditions under which it would be carried out he/she/they may also seek such clarification(s) from these Officer(s) as are deemed necessary for his/her/their offer.

15.0 NOTIFICATION OF RESULTS: OIL shall display the results of successful applicants at OIL's website and notice board at the office of CGM-Contracts, Oil India Ltd., Duliajan, Assam.

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

Annexure-I
APPLICATION FORMAT
(TENDER NO. DCT6142P18)
(to be submitted in duplicate)

FOR OFFICE USE ONLY

Application No.: _____

Received by: _____

I would like to submit my application for consideration against the above Tender and furnish below the particulars as desired in the NIT:

1	Applicant's Name	
2	Nature of the Applicant (Proprietorship/Partnership/ Limited Company/Individual etc.)	
3	Name of Proprietor (In case of proprietorship)	
4	Name of Partners (in case of partnership, attested copy of deed of partnership to be enclosed)	
5	Name of Directors (In case of Company)	
6	Registered Postal Address with PIN Code	Door No./Vill/Town: _____ P.O.: _____ PIN: _____ District: _____ State: _____ Telephone/Mobile No.: _____ E-Mail ID: _____
7	Vendor Code with OIL (if available)	
8	Applicant's Bank Account details	Name of Bank: _____ Branch: _____ Account No.: _____ IFSC Code of the Branch: _____ MICR Number of Bank & Branch: _____
9	GST Registration No.	
10	PAN Number	
11	PF Code	
12	ESI Code/Sub Code	

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

In the Court of the Magistrate at Date

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

1. That the deponent is presently residing at the above address with the family members.
2. That the deponent is not an OIL employee in service.
3. That the deponent is not a dependant of any OIL employee in service.
4. That the deponent is not an employee or dependent of any employee of any Government / Quasi Government / Public Sector Undertaking.
5. That the deponent has not submitted any other bid /offer as a proprietor or partner of any other firm or against the name of deponent against Tender No. **DCT6142P18**.
6. That the deponent is sole proprietor / partner etc. (as applicable) of at (if applicable).
7. That the deponent desires to supply of 01(one) number of brand new bus as specified in the tender, to be stationed at any place of OIL's operational areas in Assam and Arunachal Pradesh.
8. ** That the deponent's address is not the same with any of OIL's Quarters / Settlement Area / OIL Premises (excluding "OIL Market & "Public Bus Stand", Duliajan)

Or

** That the deponent's address is one of the OIL's Quarters / Settlement area / OIL Premises as the deponent is son / daughter residing with OIL employee but not dependent on the said employee as per OIL's policy. (Separate "Joint Declaration" by the deponent & the said employee of Oil India Limited is attached as per Annexure-III).

(**As applicable)

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

The above statements are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false / incorrect at any point of time, the contract shall stand terminated and Company shall be at liberty to initiate necessary action as deemed fit against me.

The deponent Sri / Smti signs as

To affix passport
size photograph
of Proprietor/
Proprietor/Partne
rs/Director, etc.

Passport size photo of the Applicant affixed herewith.

(DEPONENT)

Identified by..... **(ADVOCATE)**

Signed and sworn before me by the above named deponent on being Identified by Sri
..... Advocate on

MAGISTRATE / NOTARY

ANNEXURE – III (IF APPLICABLE)

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

We, (1) Sri/Smt _____, age _____, son of Sri _____,
and (2) Sri/Smt..... both resident of _____ P.S. _____ &
P.O. _____, District _____, State _____ do hereby solemnly affirm
and declare on oath as follows:

1. That, above named deponent at (1) is an employee of Oil India Limited (OIL) having
OIL Registration Number / Salary Code and resides at OIL quarter number
..... (detailed address) at Duliajan / Moran/ Digboi.
2. That, above named deponent at (2) is the son/daughter of the above named
deponent at (1).
3. That, aforementioned son/daughter is residing together with his/her parent at the
aforesaid OIL quarter.
4. That, aforementioned son/daughter has participated in the **Tender No.
DCT6142P18** floated by Oil India Limited for hiring services of Brand New, factory
built, 18 to 20 seater AC Mini bus.
5. That, aforementioned son/daughter is not a dependent son/daughter as per the
existing OIL policy.

The above statements are true to the best of our knowledge, belief and information and
nothing material has been concealed.

The Deponents Sri / Smt _____ and Sri / Smt _____, signs as

DEPONENTS

1) _____

2) _____

VERIFICATION

We, Sri / Smt _____ and Sri / Smt _____ the above named deponents, do hereby
verify on oath that the contents of the affidavit above are true to my personal knowledge and
nothing material has been concealed or falsely stated. Verified at _____ this _____ day of _____

DEPONENTS

1) _____

2) _____

IDENTIFIED BY:

(_____)

ADVOCATE:

Signed & sworn before me by the above named deponents on being identified by Sri
_____, Advocate

NOTARY (SIGNATURE WITH SEAL)

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. DCT6142P18**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

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

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

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

Section:9 - Pact Duration

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

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

Section:10 - Other provisions

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

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

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

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

For the Principal

Place: Duliajan

Date: --.--.2017

For the Bidder/Contractor

Witness1:

Witness 2:

BID FORM

**TO,
OIL INDIA LIMITED,
P.O. DULIAJAN, ASSAM, INDIA**

Sub: Tender No. DCT6142P18.

Sir,

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/offer is accepted, to commence the work as per date mentioned in the work order.

If our bid /offer is accepted, we will provide PBG /Security Deposit of **10% of annualized contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **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_____.

Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE
(TENDER NO. DCT6142P18)**(Only exceptions/deviations, if any to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of detailed terms & condition (may be seen at OIL's website or at the office of the CGM-CONTRACTS) in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks
<p>In case one number of page is not sufficient for indicating the deviations /exceptions, Bidder may add the format along with the offer indicating the number of pages added with page number(s) and duly signed by the bidder or authorised representative.</p> <p>Total numbers of pages added for the purpose (_____ Nos.)</p>			

Signature: _____**Name:** _____**Designation:** _____**Seal of the Bidder:**

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

LETTER OF AUTHORITY

To,
THE CGM (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM # 786 602

Sir,

Sub: **Tender No. DCT6142P18.**

I/ We _____ confirm
that (Name and address of authorised person) _____

is authorized to represent us to Bid, negotiate and conclude the agreement on my / our behalf with you against above mentioned tender for “Hiring services of 3 (Three) Nos. Brand New, Factory built, 18 to 20 seater AC bus to be purchased from vehicle manufacturer as a complete bus of Make: **Swaraj Mazda, Model : SML Executive LX BS-IV AC Coach** or, Make: **Eicher, Model: 10.75 H HB AC PB SKYLINE LIMO ABS MINIBUS** or any other equivalent make & model with all standard fittings & accessories and upholsteries, to be used primarily for Airport Service for a period of 4(four)years purchased after issuance of LOA and to be stationed at OIL's operational areas of Assam & Arunachal Pradesh for OIL's operational and other allied use”.

I / We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Signature: _____

Name : _____

Designation: _____

For & on behalf of: _____

Note: This letter of authority shall be signed by a competent person.

(BANK GUARANTEE FORMAT FOR BID SECURITY)

To:

M/s OIL INDIA LIMITED

CONTRACTS DEPARTMENT

DULIAJAN, ASSAM, INDIA, PIN - 786 602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer dated _____ for the provision of **"Hiring services of Brand New, factory built, 18 to 20 seater AC Mini buses"** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **Tender No. DCT6142P18.**

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of **Rs.1,37,000/- (Rupees One Lakh Thirty Seven Thousand Only)** for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

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

THE CONDITIONS of these obligations are:

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

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

This guarantee will remain in force up to and including the date *** (/ /20) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

*** Date of expiry of Bank Guarantee should be minimum 180 days from the Bid Closing date.

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

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

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

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

(FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH)**TO BE ISSUED BY PRACTISING CHARTERED / COST ACCOUNTANT 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 with PAN)** for the last three (3) completed accounting years up to _____

(as the case may be) are correct.

YEAR	TURN OVER (Rs.)	NET WORTH (Rs.)

Place:

Date:

Seal:

Membership Number:

Firm Registration Number:

Signature:

CHECKLIST FOR APPLICANTS (for guidance only)

Item	Remarks (Yes/No or as applicable)
1) Have you filled up all items of application & signed the application?	
2) Have you submitted the Affidavit (Annexure-II)?	
3) Have you submitted the Non-Dependant Joint Declaration (Annexure-III), if applicable?	
4) Have you submitted the tender fee?	
5) Have you submitted the Bid Security (EMD)?	
6) Have you submitted the duly signed Integrity Pact (Annexure-IV)?	
7) Have you submitted documentary evidence in support of requisite Experience Criteria?	
8) Have you submitted documentary evidence in support of Annual Turnover & Net Worth?	
9) Have you submitted the signed Bid Form (Proforma-A)?	
10) Have you submitted the technical leaflet of the bus offered?	
11) Have you submitted the Statement of Non-Compliance (Proforma-B)?	
12) Have you submitted Letter of Authority (Proforma-C)?	
13) Have you enclosed attested copy of Deed of Partnership (if applicable)?	
14) Please confirm that, you have submitted only One Application. (If multiple applications are received from one Contractor/Person/Identity, all the applications submitted by the particular Contractor/Person/Identity will be rejected.)	

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

DESCRIPTION OF WORK/SERVICE: Hiring services of 3 (Three) Nos. Brand New, Factory built, 18 to 20 seater AC bus to be purchased from vehicle manufacturer as a complete bus of Make: **Swaraj Mazda, Model : SML Executive LX BS-IV AC Coach** or ,Make: **Eicher, Model:10.75 H HB AC PB SKYLINE LIMO ABS MINIBUS** or any other equivalent make & model with all standard fittings & accessories and upholsteries, to be used primarily for Airport Service for a period of 4(four)years purchased after issuance of LOA and to be stationed at OIL's operational areas of Assam & Arunachal Pradesh for OIL's operational and other allied use.

PART-I
GENERAL CONDITIONS OF CONTRACT (GCC)

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

AND

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

Whereas, the Company desires to hire the above mentioned services.

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

NOW 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-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)/equipment for periodic inspection as per schedule as 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 Operator(s)/Driver(s)/crew engaged for operating the vehicle/equipment.
- ii) The head of the user department or his/her nominee in case of the following:
 - a) Normal day-to-day operation of service after placement under the respective department;
 - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling;
 - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
 - d) Allotment of daily duties and timings for reporting and release;
 - e) Certification of daily log sheets;
 - f) Authentication of monthly statement-cum-bill;

g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.

iii) CGM-CONTRACTS in case of the following events:

- a) Release/forfeiture of Security Deposit/Bid Security;
- b) Any dispute under this Agreement as to the Contractor's obligations or otherwise;
- c) Determination of instances of shutdown or standby due to Force Majeure, Bandhs 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-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" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of these Agreement.

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

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 Operator/Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the operator/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/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

1.14(B) In case of default not leading to shutdown, 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)/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 of Part-II(SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding GST) as applicable, insurances, wages and other emoluments 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, overtime, annual leave etc. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

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/periodic inspection carried out 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) and P.S.V. badge(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 is 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- 10 to 50 (as applicable) of Part-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-60 of Part 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 time 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:

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 operator/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 the documentary evidence.

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

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 where requires deduction of tax at source which may be in force from time to time.

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

2.0 DESCRIPTION OF WORK:

2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-II (SOQ) hereof which Part-II (SOQ) forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Part-III (SCC) hereof which Part-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-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 reasonable/fair wages which are not less than the wages payable under the 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 during the Currency of this Agreement. He further undertakes to pay all his/her operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future to the above mentioned Act.

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 Contractor may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 3(three) km from the Industrial Gate of the 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 unauthorised 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 Operator(s)/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 authorised by the Company's Engineer. Any unauthorised 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 operator(s)/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 breach of law due to violation of the speed limits shall have to be redressed 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, 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 permits and 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 within the due dates.

5.8 The Contractor shall provide at his/her own cost the accommodation/housing for his/her employees, 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.

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) Hour meter, 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 periodical inspection must be rectified forthwith by the Contractor at his/her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's Engineer. The Company's decision in this regard shall be final and binding on the Contractor.

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

5.12 All employees of the Contractor who are deployed under this service agreement must observe the security and safety rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security considerations must be replaced by the Contractor.

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" 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 authorised representative(s) who will be overall in charge of the Contractor's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.

5.18 The Contractor's representative(s) shall report every day to the Transport Office 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.

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 orders 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 utilise the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorised journeys to specified destination(s) and carry the authorised 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 authorised 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 afore-stated 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 hour meter, speedometer and kilometre 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 The Contractor shall upon acceptance of the tender, pay to the Company within 02 (two) weeks of issue of Letter of Award (LOA) a Security Deposit amounting to **10% of annualized contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/BANK GUARANTEE valid beyond 90 days of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised /

Scheduled Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of Bid Security apart from any other actions the company may take at its sole discretion.

7.2 The Security Deposit shall be forfeited in case of the occurrence of the following events:

- (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.

7.3 In the event of an occurrence as envisaged in clause No.7.2 (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.

7.4 Provided that in case of delay beyond 3(Three) months from the due date of placement, this agreement shall automatically stand terminated to the extent of the non-performance. This will be without prejudice to the right of the Company to terminate the agreement earlier with 1(One) month's due notice. The Contractor will 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 operators/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 while performing authorised Company's duty 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-LOGISTCS. However, this will not be applicable in case of:

- (i) Accidents caused by rough/rash driving or because of negligence of the operator/driver engaged.
- (ii) Where a FIR is lodged by a third party and services of the equipment / vehicle(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.

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 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated hereof and the Contractor shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

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 will be maintained in triplicate. The Contractor's representative or his/her operator / driver should collect the original and a copy of the daily logbook has to be submitted with statement-cum-bill for claiming payment.

11.0 STATUTORY OBLIGATIONS OF CONTRACTOR: The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of

the equipment / vehicles or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

(b) The number of arbitrators and the appointing authority will be as under:

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

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

(d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

(e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

(f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

(h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

(i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

(j) The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

(l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may

make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 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 willful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective how such injury, illness or death is caused by willful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.3 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 willful 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 willful 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 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to

recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

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

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

15.16 **It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.**

15.17 **In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.**

15.18 **Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.**

15.19 **Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.**

15.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

15.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

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

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

15.26 Documentation requirement for GST:

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

Any invoice issued shall contain the following particulars:

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

- o) Signature or digital signature of the supplier or his authorised representative.

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

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

15.27 Anti-profiteering clause:

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

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

16.0 ASSIGNMENT:

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

17.0 SUB-CONTRACT:

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

18.0 STATUTORY OBLIGATIONS:

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

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:

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

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(s) for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of estimated total contract value.

22.0 **THEFT OF VEHICLE:**

22.0 (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 a new 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 a new 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 release upon advise of the GM-Logistics.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF:

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

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

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

1.1 DESCRIPTION OF SERVICES: Hiring services of 3 (Three) Nos. Brand New, Factory built, 18 to 20 seater AC bus to be purchased from vehicle manufacturer as a complete bus of Make: **Swaraj Mazda, Model : SML Executive LX BS-IV AC Coach** or Make: **Eicher, Model: 10.75 H HB AC PB SKYLINE LIMO ABS MINIBUS** or any other equivalent make & model with all standard fittings & accessories and upholsteries, to be used primarily for Airport Service for a period of 4(four) years purchased after issuance of LOA and to be stationed at OIL's operational areas of Assam & Arunachal Pradesh for OIL's operational and other allied use.

2.0 Vintage of Equipment / Vehicle(s): Brand new **18 to 20** seater fully built AC diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built AC bus].

3.0 Tenure of Agreement: Four years from the date of placement of the first Bus.

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

5.0 Tendered cost of fuel: **Rs. 60.04 per litre (HSD).**

6.0 Mobilisation Period: 04(four) months from the date of issuance of Letter of Award (LOA).

7.0 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.

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

9.0 SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES:

Item No.	Description of Service	Estimated Quantity	UoM	Rate per unit (Rs.)
10	Fixed Charge per month	48.00	MON	70,344.00
20	Running Charge per km with A/C Operation	1,92,000.00	KM	9.55
30	Running Charge per km without A/C Operation	1,92,000.00	KM	9.35
40	Single Overtime (SOT) for Driver	1,460.00	HR	21.25
50	Double Overtime (DOT) for Driver	4,380.00	HR	110.25
60	Single Overtime (SOT) for Helper	1,460.00	HR	15.00
70	Double Overtime (DOT) for Helper	4,380.00	HR	76.75
80	Parking Charge (at yard) per month	48.00	MON	315

Note: The above rates are exclusive of GST. The Airport Parking Fee shall be reimbursed on actuals against documentary evidence.

10.0 Fixed Charge includes wages of driver/helper/relief driver/helper and all other liabilities including statutory liabilities. Fixed Charges also includes vehicle for 24 hours availability with services of Driver/Helper/relief crew for 8 hours normal duty every day.

10.1 The offered Fixed Charges include all other liabilities including statutory liabilities but exclusive of PF, ESI, cost of uniform, Insurance Premium under Group Personal Accident Policy for Drivers, Helpers/Attendants.

GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence. Contractors are required to raise monthly GST Invoices for reimbursement of GST against the contract. In the absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

10.2 The wage component in the above rates is based on M.O.S dated 24.01.2014. The rates are liable to change depending on notifications issued by the Govt. of India.

10.3 The Contractor(s) shall have to pay monthly wages to his/ her/their crew/staff engaged under this contract as per provisions of M.O.S dated 24.01.2014, copy of which is available at the office of CGM-CONTRACTS. The current applicable rates of wages are as given below:

- (a) Driver: Rs. 11,184.42 per month
- (b) Helper: Rs. 7,960.42 per month

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

(a) 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. The variation will be @ **Rs.260.00** (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 up to the due date of placement on production of documentary evidence. Any claim towards increase/decrease in the price of vehicle must be made with all documentary evidence at the time of placement of the vehicle into OIL's service. Belated claims will not be entertained. The cost of vehicle considered is as under:

- (i) Swaraj Mazda, Model: SML Executive LX BS-IV AC Coach - **Rs.21,49,345.00/-**
- (ii) Eicher, Model:10.75 H HB AC PB SKYLINE LIMO ABS MINIBUS - **Rs.24,57,590.00/-**

(b) Variation in the offered running charges will be effective provided fuel (HSD) price changes plus or minus 5% (Five percent) over the tendered HSD price of Rs.60.04 per litre. Subsequent variations in running charges will be effective once the fuel (HSD) price changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any fuel price variation within 5% of the prevailing

rate, there will not be any change in the running charge. The variation in running charge will be calculated as under:

With AC Operation	@ Rs. 0.12/Km (excluding GST) for variation of Rupee 1.00 per litre of fuel price.
Without AC Operation	@ Rs. 0.11/Km (excluding GST) for variation of Rupee 1.00 per litre of fuel price.

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

Year	Insurance (Rs.)	Road Tax, Fitness, Pollution (Rs.)	Permit Fees (Rs.)
2017	4414.70	1471.56	122.50
2018	3414.39	1471.56	122.50
2019	3053.47	1471.56	122.50
2020	2692.55	1471.56	122.50
2021	2505.33	1471.56	122.50
2022	2451.87	1471.56	122.50

(d) Consideration of Government of India notified minimum wages and M.O.S dated 24.01.2014.

12.0 The Company reserves the right to extend the contract beyond four years at its own discretion. In case of such extension, the fixed charge excluding wage part shall be reduced by 10 %(ten percent) for the fifth year & by another 05 %(five percent) for subsequent extension, if any, and such extension shall be binding on part of the contractor.

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

**PART: III
SPECIAL CONDITIONS OF CONTRACT (SCC)**

- 1.0 The final agreement shall consist of General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-IV); Integrity Pact & related Annexures & Proformas.
- 2.0 Company reserves the right to place the vehicle(s) at any place of Company's operational areas in Assam and Arunachal Pradesh.
- 3.0 The Present requirement of vehicles under this tender is 03(Three) nos. buses. However, depending on Company's requirement more buses may be hired in future from the waiting list under this tender which shall remain valid till 01(one) year from date of Draw of Lots.

4.0 **GENERAL CONDITIONS:**

- a) The AC Minibus for Airport Service will be used for OIL's operations in Assam and Arunachal Pradesh. To this effect the AC Minibuses primarily for Airport Service owner will have to obtain necessary road permit. The driver(s) of the same must possess professional driving license of HMTV category & must have sufficient experience (in that category). All the guide lines issued by State/Regional Transport Authority in respect of the vehicles, drivers/helpers etc. must be adhered/followed while performing the duties.
- b) The buses should be complete with all necessary permits, from appropriate Govt. Authorities of Assam and Arunachal Pradesh for carrying OIL's personnel.
- c) One applicant can apply for only one AC Minibus and the applicant must be in a position to place the same within 4(four)months after issuance of LOA.
- d) The company reserves the right to reject any or all the applications without assigning any reason whatsoever thereof. The Company also reserves the right to reduce/increase the number of AC Minibus to be awarded against this tender.
- e) OIL INDIA LIMITED will not be responsible for delay, loss or non-receipt of application sent by post and will not entertain any correspondence in this regard.

5.0 **TECHNICAL SPECIFICATION OF THE BUS:**

The Brand New 18 to 20 Seater AC (Air Conditioned) Minibus, supplied against this agreement shall meet the following models/specifications:

5.1 **MAKE & MODEL:**

- i) Make - Swaraj Mazda, Model- SML ISUZU EXECUTIVE LX 19+D (BS-IV) AC COACH, Reclining Push back seat.

- ii) Make - EICHER, Model-EICHER 10.75 H HB PS AC PB SKYLINE LIMO (18+1+1) (2X1) ABS MINIBUS.
- iii) Any other equivalent MAKE & MODEL of 18 to 20 Seater fully built AC Minibus to be purchased from the vehicle manufacturer as a bus.

5.1.1 Technical leaflet containing detailed specifications of the offered AC Minibus shall be submitted along with the application in original for scrutiny.

5.1.2 Make & Model of the offered AC Minibus shall be clearly indicated in the application.

5.1.3 In case of offer for equivalent model bus, it will be accepted only after technical evaluation. However, there will be no relaxation in mobilization period.

5.1.4 Change of Make & Model will not be allowed after issuance of Letter of Award (LOA).

5.2 Amongst others, the following basic requirements/specifications are to be adhered to:

- i) The buses shall have sufficient luggage space preferably at the rear to accommodate the luggage of Airport passengers.
- ii) The conductor/helper should be of good behavior to deal with the Airport passengers. He must facilitate/help the passengers to accommodate their luggage while boarding and de-boarding.
- iii) The bus should be furnished with good quality window curtains, aisle-carpet etc.
- iv) The bus should be fitted with good quality music system.

6.0 **INSPECTION:**

- i) At the time of inspection during placement, all documents shall be submitted.
- ii) In addition to inspection at the time of placement, each AC mini buses will be inspected as and when considered necessary by the Company's engineer during the tenure of the contract. Any deficiency / defect found during such inspection must be rectified by the contractor to the full satisfaction of the Company's Engineer.

7.0 **OTHER CONDITIONS:**

- i) The contract period will be counted from the date of placement of the AC Minibus to the service of the Company.
- ii) The commencement of duty timing for deployment of crew on 08(Eight) hours basis will be decided by the Company and shall be binding on the Contractor. The same may be changed from time to time at the discretion of Company.
- iii) Contractor's representative/supervisor will report every day to the Admin Office(Passage) for receiving instructions for duties of allotted for the day to day operations.

- iv) The Company will make payment only for the journeys/trips authorized by the Company's Engineer/Officers
- v) In case, Contractor fails to place the vehicle for duties in time on any particular day without prior permission from Company, then the delayed placement/duty timings will not normally be accepted. On such occasions vehicle will be treated as shutdown and the same will attract prorata deduction of fixed charge and also imposition of penalty.
- vi) It will be solely the Contractor's responsibility to fulfill all the legal formalities for these AC Minibuses to ply in Dibrugarh, Tinsukia and any other districts of Assam & Arunachal Pradesh. It will also be the Contractor's responsibility to procure and renew the necessary permits etc. required for his/her men and vehicles to enter and work in Arunachal Pradesh.
- vii) Journey authorised by the user department shall be taken as 'Authorised' Journey and will only be considered for payment.
- viii) The Contractor will ensure that all the crew members of each vehicle supplied under this agreement shall use personal protective equipment (PPE)/uniform/safety gears while on Company's duty. If any of the crew members is found without PPE/uniform/safety gears, the respective vehicle will not be used by the company and such period of non-use will be treated as shutdown.
- ix) The Contractor will ensure that his/her crew members follow the instruction of the company's Engineer /Officers. The crew members will not refuse to follow any instruction given by company's Officer / Engineer for safe operation.
- x) The AC Minibuses shall have provision of audio-visual alarm for reversing.
- xi) Only adult persons are to be employed by the Contractor.
- xii) The actual value of Airport Parking fee will be reimbursed against production of cash received for each trip.
- xiii) 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. and action taking within 24 Hrs.
- xiv) **Security Deposit (PBG)** will be released after 90 days from the date of successful completion of the tenure of the contract (including any extension through emergent contract) on submission of documentary evidence of payment of all liabilities including drivers/helpers wages etc. duly signed by the Contractor and the respective drivers/helpers.

8.0 The drivers and the attendants engaged by the Contractor should be of good character, disciplined and in good health. If the drivers or the attendants indulge in 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 the matter. Driver and attendant must provide medical fitness certificate from government recognised medical officer / government registered medical practitioner at the time of placement or during any change of crew members.

9.0 In company's opinion, if a driver 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 remove the driver on getting advice from the Company.

10.0 The crew should always wear proper uniform while attending duties.

11.0 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/bid document.
- d) The vehicle (buses) 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.

12.0 The Company reserves the right to change the base station of the vehicle operation whenever necessary.

13.0 Entry passes for OIL's protected areas will be issued by the Company against written request from the contractor with full details, photograph etc. of the personnel to be engaged under this contract considering at least 01(one) driver & 01(one) attendant & also for 01(one) authorised representative.

14.0 On placement of the vehicle, the speedometer and odometer will be sealed by Transport department against any tempering. If at any time, the seal is found broken or damaged or tampered with, the contractor will be issued a letter asking for explanation. If the reply is not satisfactory, the contract is liable to be terminated.

15.0 Refund of outstanding monthly bill or any claim for reimbursement on account of increase in Road Tax etc. must be made within two months from the date of release of the vehicle. Any belated claim will not be entertained.

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

17.0(a) For the days or part thereof when the services envisaged under this agreement are disrupted due to default / shutdown etc. Clause nos. 1.27 and 1.32 of Part-I of the agreement will be applicable.

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

18.0 **TERMS OF PAYMENT:**

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

- (i) Daily Log Sheets in original for the month.

- (ii) Declaration of Payment of wages to the drivers and attendants engaged for operation of bus in the previous month as per MOS dated 24.01.2014.
- (iii) Photocopy of Cheque(s) in support of payment of wages duly signed by the respective crew member.
- (iv) Payment Slip duly signed by the contractor / authorised representative and respective crew member.
- (v) Monthly attendance sheet of crews engaged by the contractor.

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

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

19.0 For the purpose of payment for the service rendered, the Contractor shall:

- i) Accept as final and daily logbook which must be signed on a daily basis by the Company's Authorised Personnel. Any deletions and/or over writings on the Daily Log Book must be avoided as far as practicable and if such deletions and over writings are incised, the same must be countersigned by the Company's Authorised Personnel, otherwise the Monthly kilometreage Statement-cum-bill shall not be accepted. Logbook Sheets must be made out in triplicate of which second copy be retained by the Transport Supplier for preparing the monthly kilometreage statement-cum-bill only at the end of each month. The original should be sent to Accounts Department and the first copy be retained by User / Logistics Department.
- ii) Prepare monthly kilometreage statement-cum-bill and submit the same to the Company's Authorised Personnel for verification within 10 (Ten) days following the last date of the month. The monthly kilometreage statement-cum-bill must be accompanied with a certificate every month as per prescribed format of OIL 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. If the monthly bill is not claimed (for any particular month) within the next two months, the payment will get lapsed. The Company shall be at liberty not to make or process such belated monthly bill.
- iii) The monthly kilometreage statement-cum-bill must include a factual records based on daily log sheet for services rendered as per instructions of the Company's Authorised Personnel, i.e. for Company duty only and should exclude for payment the following:
 - Such kilometreage and time as may be involved on standby where kilometreage done for refueling is in excess of 5 (Five) kms. Or time taken is more than 30 (Thirty) minutes. In case a vehicle is allocated for operation in Arunachal Pradesh, Company may have to supply fuel for the vehicle allocated against written request of the contractor and security money deposited for this purpose due to non availability

of public fuelling station in nearby area (within 5 Km range). In the event of above, Company will not charge any additional amount over the prevailing fuel price.

- Such hours/days or part thereof as may be involved on standby per month where time taken for routine servicing and maintenance exceeds 48 (Forty Eight) hours (2 days).
- Such hours/days or part thereof as may be involved in any month when the vehicle(s) was/were shut down due to default or otherwise.

iv) Accept such adjustments on the monthly kilometreage statement-cum-bill as the Company's Authorised 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 (GCC);
- e) Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

v) Monthly statement of kilometres/ bills cannot be accumulated by the supplier(s) for more than 02(two) months. Such kilometre statement / bills to be submitted for processing payment. Belated submission of kilometre statements/bills will not be processed or will get lapsed.

20.0 The payment of monthly Wages to the crew must be made through account payee cheques or bank transfer / e-remittance etc. 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.

21.0 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 03(three) Kms from Industrial Gate of the 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.

22.0 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 GM-LOGISTICS for carrying out such repairing/servicing. In such cases, GM-LOGISTICS will inspect the Buses prior to release/allowing for repairing/servicing. Time allowed for any repairing/servicing will be as per the existing clause of the agreement.

23.0 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.

24.0 Bus will not be allocated duty and will be made shut down as decided by Company's Engineer, in case, Bus is found without spare wheels/ necessary tools and accessories required to be kept at all times with the bus.

25.0 In case of exigencies, Company's representatives will change the allocated duties of the Buses, which the crew must perform. Refusal to perform such duties will be dealt as per term of the contract.

26.0 Bus 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.

27.0 Before engaging any new crew member, contractor will have to obtain prior permission from GM-LOGISTICS. In such case the contractor will have to produce such crew members before the representative of GM-LOGISTICS along with required documents.

28.0 Other Applicable terms & conditions:

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

(ii) 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 in the monthly wages of the driver and helper.

(iii) The applicable daily rate of wages will be for 08(eight) hours of work for 06(six) days a week which will be inclusive of rest day wages.

(iv) The Drivers & Helpers is entitled for a weekly day of rest after working for 06(six) consecutive days from the contractors engaging them and contractors shall provide relief driver & helper to run the services of the hired vehicles during the rest days.

(v) The Drivers & Helpers will be granted 18(eighteen) days annual leave with wages by the respective contractors which will be non-cumulative and non-encashable. The annual leave with wages can be availed 03(three) times in a calendar year and it will not exceed 18 days in a year.

(vi) The Drivers & Helpers will be extended 05(five) days of casual leave by the respective contractors 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 02 (two) days at a time.

(vii) All concerned contractors 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 contractors. For compliance to the provisions of the EPF & MP Act, the contractors will approach the concerned PF authorities.

(viii) The LMV/HMV 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 concerned contractors for coverage under Employees Compensation Act, 1923. The annual premium will be reimbursed to the contractors by the Company on production of documentary evidence.

(ix) The Drivers & Helpers will be provided uniform and shoes by the concerned contractors and the expenditure towards the same will be reimbursed to them 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

(x) The monthly disbursement of wages to the Drivers & Helpers by the contractors will be made latest by 10th day of the subsequent month. The mode of disbursing the monthly wages to the Drivers & Helpers by the concerned contractors will be through account payee cheques or bank transfer / e-remittance as may be agreed upon mutually amongst themselves. The contractors will have to issue proper wages slip to the Driver & Helper containing therein all the requisite details such as income and deductions, if any.

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

(xii) The Drivers & Helpers engaged by the concerned contractors 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.

(xiii) The Drivers & Helpers will not be engaged by the concerned contractors on the following grounds:

- (i) On attaining the age of 60(sixty) years.
- (ii) The person is found medically unfit (*).
- (iii) For any riotous behaviour and indiscipline.
- (iv) Any person with adverse records.

*Note: The contractor will submit a Medical Fitness Certificate every 02(two) years in respect of the Driver/Helper engaged by them.

(xiv) The contractors will provide reliever Helpers, Drivers to run the services of hired vehicles and in all transport service contracts on account of the above mentioned holidays, casual leave and annual leave. The reliever Helpers & Drivers engaged by the contractors during holidays and leaves will be entitled to the applicable daily rate of wages.

(xv) On production of the receipt, the amount on account of ESI as applicable will be reimbursed to the contractors.

PART-IV
SAFETY MEASURES (SM)

To,
CGM-CONTRACTS
OIL INDIA LIMITED

SUB: SAFETY MEASURES

Description of work/service:

Hiring services of 3 (Three) Nos. Brand New, Factory built, 18 to 20 seater AC bus to be purchased from vehicle manufacturer as a complete bus of Make: **Swaraj Mazda, Model: SML Executive LX BS-IV AC Coach** or **Make: Eicher, Model: 10.75 H HB AC PB SKYLINE LIMO ABS MINIBUS** or any other equivalent make & model with all standard fittings & accessories and upholsteries, to be used primarily for Airport Service for a period of 4(four)years purchased after issuance of LOA and to be stationed at OIL's operational areas of Assam & Arunachal Pradesh for OIL's operational and other allied use.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub sub-contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

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

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

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

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

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

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

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

Yours Faithfully,

(Seal)

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR