



**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**PIPELINE HEADQUARTERS**  
**P. O. –UDAYAN VIHAR,**  
**GUWAHATI-781171, ASSAM, INDIA**

**CONTRACTS SECTION PIPELINE**  
**DEPARTMENT TEL: (91) 0361-2595607**  
**E-mail: [chironjeet\\_baruah@oilindia.in](mailto:chironjeet_baruah@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

**Notice Inviting Tender Sub: Tender No.CGI1108P26**

**1.1** OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Pipeline Headquarters at Guwahati, Assam.

In connection with its operations, OIL wants to hire the services as mentioned in the Tender document on “**one-applicant-one-vehicle**” basis for which Bids are invited with requisite documents as indicated in the tender through its E-Procurement portal. **Click the link <https://etender.srm.oilindia.in/irj/portal> for online application** or visit the website of OIL INDIA LIMITED i.e. [www.oil-india.com](http://www.oil-india.com) For Vendors online application for **HIRING SERVICES OF 1 (ONE) BRAND NEW MAHINDRA BOLERO B6 OPT, 2 WHEEL DRIVE, DIESEL ENGINE DRIVEN VEHICLE WITH BS6 COMPLIANCE OR EQUIVALENT MODEL FOR OPERATION SECTION AT PS8 SONAPUR FOR PERIOD OF 4 (FOUR) YEARS** to access the Online Application form:

Tender Number	<b>CGI1108P26</b>
Description of Service	<b>HIRING SERVICES OF 1 (ONE) BRAND NEW MAHINDRA BOLERO B6 OPT, 2 WHEEL DRIVE, DIESEL ENGINE DRIVEN VEHICLE WITH BS6 COMPLIANCE OR EQUIVALENT MODEL FOR OPERATION SECTION AT PS8 SONAPUR FOR PERIOD OF 4 (FOUR) YEARS.</b>
Model of the Vehicle	<b>BRAND NEW MAHINDRA BOLERO B6 OPT, 2 WHEEL DRIVE, DIESEL ENGINE DRIVEN VEHICLE WITH BS6 COMPLIANCE OR EQUIVALENT MODEL WITH LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION AND STANDARD COMPANY PROVIDED FITTINGS &amp; ACCESSORIES.</b>
No. of Vehicles required (Approx.)	01 (ONE)
Application receipt date(s)	As per online data

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Application receipt.	<p><b>Online Application Mode. Click the link for Online Application <a href="https://etender.srm.oilindia.in/irj/portal">link</a>; <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a> or you may visit the website of OIL INDIA LIMITED i.e. <a href="http://www.oilindia.com">www.oilindia.com</a> to access the link for Online Application.</b></p> <p>Only one online bid will be accepted from one applicant. If at any stage it is found that an applicant has submitted more than 1 (one) bid in his / her name against the tender, i.e. either after the submission of applications or during scrutiny of applications of provisionally selected applicants through Draw of Lots or during pendency of award of contract, then all the bids submitted by such applicant(s) will be rejected and the Performance Security submitted, if awarded contract(s) to such applicant(s), will also be forfeited.</p>
Lottery Venue (if applicable)	Contracts Section Pipeline Department, Oil India Limited-PHQ, Guwhati-781171
Lottery date (if applicable)	<b>Will be notified via email and Notice Board of Contracts Section nearer the time.</b>
Bid Security (EMD)	<b>Rs 1,08,000.00</b>
Performance Security	<b>3% of Contract value. Please refer Clause 8.0 hereof.</b>
Validity of Performance Security	If submitted in the form of Bank Guarantee (BG), the validity of the BG should be 3 months beyond the Contract period/duration.

**Applicable rates for BRAND NEW MAHINDRA BOLERO B6 OPT, 2 WHEEL DRIVE, DIESEL ENGINE DRIVEN VEHICLE WITH BS6 COMPLIANCE OR EQUIVALENT MODEL**

Item No.	Description of Services	Amt. (in Rs.)
10	Fixed charge per month per vehicle	46,991.88
20	Running Charge per KM per vehicle	11.65
30	Drivers Single OT 01/hr. (Beyond 8th hour & up to 9th hour	61.75
40	Drivers Double OT 01/hr. (Beyond 9th hour)	190.00
50	Drivers Holiday OT/HR	95.00
60	Helpers Single OT 01/hr. (Beyond 8th hour & up to 9th hour	-
70	Helpers Double OT 01/hr. (Beyond 9th hour)	-

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80	Helpers Holiday OT/HR	-
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**1.2** Amongst others, the above Fixed Charge per month is inclusive of the following:

A	Vehicle for 24 hours with services of driver for 08 (eight) hours normal duty every day throughout the month which is inclusive of wages of regular driver & helper for rest days, holidays, leave and other emoluments like bonus etc. Wages of driver & helper will be as per applicable MoS /minimum wage as notified by Govt. of India.
B	Monthly wages of the regular driver as per the rates mentioned above which also includes weekly rest day wages.
C	The offered Fixed Charges include all <b>liabilities including statutory liabilities</b> but is exclusive of PF, ESI, cost of uniform of the driver, GPAP of driver & applicable GST. GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
D	As per the MoS - In the event of applicable minimum wages as notified by the Central Govt. exceeds the prevalent daily wages of MoS for Drivers & Helpers, the daily wages will be suitably enhanced so as to match the applicable minimum daily rate of wages notified by the central Govt. authority. The rates of wages shall, therefore, be revised/amended from time to time whenever such revisions as notified by the Central Govt. exceeds the prevalent MoS rate for daily wages for Drivers.

**2.0 Online Application:**

2.1 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 02:00 PM (IST) at Office of the GM-Contracts in presence of authorized representative of the bidder.

2.2 All the Bids must be Digitally Signed using "Class 3" digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer "Guideline to Bidder for participating in OIL"

2.3 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

2.4 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will be debarred from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

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

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- 2.6 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 2.7 In case of Sole Proprietorship Firm, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
- 2.8 In case of HUF, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.
- 2.9 In case of Partnership Firm, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.
- 2.10 In case of Co-Operative Societies, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST Registration Certificate.
- 2.11 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of GST Registration Certificate.
- 2.12 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.
- 2.13 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.
- 2.14 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.
- 2.15 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

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- 2.16 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- 2.17 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / FD Certificate pledged in favor of OIL by issuing bank / Bank Guarantee as specified above within 30 days from date of issue of LOA before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.
- 2.18 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 2.19 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder the bidder shall be debarred for 2 (two) years from the date of default.
- 2.20 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract, as the case may be. Also the bidder / the party/the contractor shall be debarred for a period of two (02) years from the date of issuance of debarment notice, besides legal action.

3.0 The tender will be governed by:

Notice Inviting Letter.  
Instruction to Bidders-Part-I  
BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria –Part-II,  
General Conditions of Contract. (GCC) Part –III, Section I  
Schedule of Work, Unit and Quantity (SOQ)- Part –III, Section II  
Special Conditions of Contract (SCC) & Scope of Work, Part –III, Section III,  
Safety Measures: Part-3, Section-IV  
Proforma

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

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid

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document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms (Bid document, Integrity Pact, Proforma, Annexure) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The G.M. (Contracts), Pipeline Head Quarter, Oil India Limited, Guwahati- 781171, ASSAM

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer "Guideline to Bidder for participating in OIL"

4.1 The tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab. The Price Bid rates shall be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid to be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

Notes and Attachments	→ Only Price Details Should Be Uploaded
Technical attachments	→ All technical bid documents except price details

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 12.0.2017)**" available in the login Page of the OIL's E-tender Portal.

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Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL's E-tender Site:



**Oil India Limited e-Procurement**

User ID \*

Password \*

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

**Important Note for New Portal Users:**

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

Click here for the New Manual & Instruction

### Notes:

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details except the prices.
  - \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension. SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 4.2 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
  - 4.3 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
  - 4.4 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
  - 4.5 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
  - 4.6 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

**5.0 Salient Selection Procedure for award of contract: -**

- i) ***It must be understood that the submitted bids will be strictly scrutinized as per BEC-BRC below and only those applicants fulfilling the conditions will be considered for further processing.***
- ii) Only the short listed and found to be eligible bids will be considered for further processing. Bidders are required to submit the following documents along with their techno-commercial bid:
  - i) An Affidavit shall have to be affirmed /sworn by the Applicant as per **Annexure-A**.
  - ii) If the applicant is a son/daughter/ spouse of any employees of OIL, then the applicant shall have to submit a declaration jointly with the employee in the form of an affidavit in this regard and confirm thereby to produce a Certificate from the HR (Relation)/HR (Development) Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list before issuance of LOA. **(Ref. Annexure-B)**.
  - iii) (a) The Contractor must obtain PF code under the EPF & MP Act. 1952. Further, the Contractor is liable for generation of UAN in respect of his engaged driver.  
(b) The Contractor must obtain ESI Code under ESI Act 1948. Further, the Contractor is liable for generation of IP Number in respect of his engaged driver.  
(c) In case ESI is not applicable to the contractor, he/she must obtain an insurance policy in the name of the driver to be engaged by him/her, under Employee's Compensation Act 1923.  
An affidavit to the effect of Clause (a), (b) and (c) above is to be submitted as per the format given in **Annexure-C**.  
  
Note: The Contractor shall have to submit copies of PF and ESI registration/ Insurance policy showing the details of UAN and IP Number/ Policy number of the insurance of the driver engaged before placement of the vehicle failing which the Contract will be liable for cancellation.  
OR
- (d) If the Contractor desires to engage driver having OIL allotted UAN & IP, submission of details of PF and ESI registration/insurance policy showing the details of UAN and IP Number/ Policy number of the insurance of the driver engaged as mentioned in Note above is not mandatory. Such applicant shall have to submit undertaking to this effect as per the format given in **Annexure-D**.
- iv) OIL shall enter into an Integrity Pact with the applicant(s) short-listed through draw-of-lots for 1 (ONE) NO. OF **HIRING SERVICES OF 1 (ONE) BRAND NEW MAHINDRA BOLERO B6 OPT, 2 WHEEL DRIVE, DIESEL ENGINE DRIVEN VEHICLE WITH BS6 COMPLIANCE OR EQUIVALENT MODEL FOR**

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**OPERATION SECTION AT PSS SONAPUR FOR PERIOD OF 4 (FOUR) YEARS.**

The Integrity Pact has been uploaded along with the Tender as **Section-V**. The applicants shall have to confirm acceptance of the Terms and Conditions of the Integrity pact in the online application. However, the signed copy of the same shall have to be submitted in original only by the short-listed applicants.

OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may con- tact the Independent External Monitor for any matter relating to the IFB at the following addresses:

**Shri Ajit Mohan Sharan, IAS (Retd.),**

Former Secretary, Ministry of Ayush, Govt. of India

Mob No.: 9810701876

E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

**Dr. Ved Prakash, ITS (Retd.)**

E-mail: [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)

- v) Format for Bidder Details-**Proforma- IV**.
- vi) **BID SECURITY:** Bid Security is required to protect the Company against the risk of Bidder's conduct. All the bids must be accompanied by Bid Security in Original as prescribed under Clause No. 2.2 of ITB, for the amount as mentioned in the e-tender portal. Any application not secured with Bid Security shall be rejected by the Company as non-responsive.
- vii) Format of undertaking by Bidders towards submission of authentic information/documents as per **Proforma-V**.
- iii) No Tender Fee is required to be submitted by the applicants.
- iv) Contracts on the basis of "One Bidder-One-Vehicle" will be awarded to the successful bidders as per priority of the Draw-of-Lots against actual requirement of the Company. The contract shall be as per terms and conditions of the tender.
- v) 'Draw-of-lots' will be held on the specified date and time which shall be intimated to the techno-commercially acceptable bidders through email and notice displayed on Notice Board at the office of GM-Contracts, OIL, Guwahati.
- vi) In the event, technically qualified applicants are less than the required Company's requirement from the first Draw-of-lot, then the balance requirement shall be selected through a second Draw-of-lot. Subsequent Draw-of-lots in the above manner shall be conducted till the requirement of technically acceptable applicants is exhausted. OIL reserves the right to shortlist the appropriate nos. of applicants in the Draw-of-lots.
- vii) Contracts on the basis of "One Applicant/Bidder-One-Vehicle" will be awarded to the successful (techno-commercially acceptable) applicants as per priority of the Draw-of-Lots against actual requirement of the Company. The contract shall be as per terms and conditions of the tender. The detailed rates, terms and conditions of the tender may be viewed at OIL's website [www.oil-india.com](http://www.oil-india.com) and

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also may be seen at the office of the GM-Contracts, Guwahati.

- viii) **Applicant(s) who submit(s) more than one bid, due to any reason, should withdraw all his/hers bids except keeping only one valid bid, by submitting an application in this effect to the GM-Contracts within 7 days from the last date of receipt of application, failing which all bids of such applicant(s) will be rejected as per para 6.0 (i) below.**

### **6.0 Bids will be rejected in the following cases (before as well as after Lottery, as applicable):**

- (a) If bid is not submitted through online submission portal as mentioned in this Tender.
- (b) If bidder doesn't fulfil one or more than one criteria under BRC of tender.
- (c) If the age of the applicant is found to be below 18 years on the date of submission of application.
- (d) If applicant's name/address /date of birth (either or more) is/are not mentioned in the online bid.
- (e) If the applicant happens to be an employee of OIL or any other Public Sector Undertaking/Government/Quasi Government organization. **Affidavit-A** is to be submitted. Ref. Para 3-C-(v) above. **(Annexure-A)**
- (f) If the applicant happens to be a son/daughter/ spouse of any OIL employee but does not submit **Annexure-B** and/or a Certificate from the HR (Relation)/HR (Development) Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list of the Company. Ref. Para 3.0 C-(vi) above.
- (g) If the applicant does not submit Affidavit (as per **Annexure-C**) or undertaking (as per **Annexure-D**) whichever is applicable.
- (h) In case, supporting document(s) of address proof and / or supporting document of age proof etc. given by the shortlisted (through draw of lots) applicant does not match with that mentioned in the online bid, such application(s) may not be considered for further evaluation and liable for rejection.
- (i) If at any stage it is found that an applicant has submitted more than 1 (one) bid in his / her name against the tender, i.e. either after the submission of applications or during scrutiny of applications of provisionally selected applicants through Draw of Lots or during pendency of award of contract, then all the bids submitted by such applicant(s) will be rejected and the Performance Security submitted, if awarded contract(s) to such applicant(s), will also be forfeited.
- (j) If any Applicant refuses to sign and submit the Integrity pact, wherever applicable, their applications shall be rejected.

### **7.0** The wages etc. due to the driver(s) and helper(s) as per provisions of applicable MOS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) (duly signed by both the contractor & Driver(s) along with the monthly statement-cum-kilometrage bill of each subsequent month in support of payment of the wages to driver(s) as mentioned in Para-12, SOQ (Part-III).

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**8.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Para 1.1 above Letter, within 30 days from the date of issue of Letter of Award (LOA).

- 8.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-IX**) to be provided to the successful applicants) issued by Nationalized or Scheduled Bank in favor of M/s Oil India Limited and payable at Guwahati. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled, Undertaking towards details of BG (Format attached as **Proforma- XVI**) must be submitted along with original copy of PBG.
- b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / FD Certificate pledged in favor of OIL by issuing bank / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.
- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favor of "Oil India Limited" payable at Guwahati.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited to the following designated OIL's bank account:

<b>BANK DETAILS OF BENEFICIARY</b>		
	Bank Name	AXIS BANK
	Branch Name	GUWAHATI
	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
	Banker Account No.	140010200027654
	Type of Account	CURRENT ACCOUNT
	IFSC Code	UTIB0000140
	MICR Code	781211002
	SWIFT Code	Axisinbb140
	Contact No.	8876501401
	Contact Person Name	Mr. Dibakar Ghaosh
	Fax No.	Not available
	Email Id	<a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a>

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

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- c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/ FD Certificate pledged in favor of OIL by issuing bank /Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.
- d. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.

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

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

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

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

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

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005. The Bank details are as under:

<b>BANK DETAILS OF BENEFICIARY</b>		
	Bank Name	AXIS BANK
	Branch Name	GUWAHATI
	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
	Banker Account No.	140010200027654
	Type of Account	CURRENT ACCOUNT
	IFSC Code	UTIB0000140
	MICR Code	781211002
	SWIFT Code	Axisinbb140
	Contact No.	8876501401
	Contact Person Name	Mr. Dibakar Ghaosh
	Fax No.	Not available
	Email Id	<a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a>

8.4 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for

**Tender No. CGI1108P26**

confirmation of Fixed Deposit from the issuing bank.

Full address of the issuing bank
Branch Code
Authorized signatory with full name and designation
Phone (Mobile) Numbers of the branch
Email address of the branch
Such fixed/term deposit must be pledged in favor of OIL and it must in the printed form on the physical original FDR in words "Pledged in favor of Oil India Limited"

In addition to above, the contractor shall arrange for a confirmation mail regarding issue of Term deposit/Fixed Deposit along with the following details mentioned below directly from bank's official email id to OIL's following e-mail id: [chironjeet\\_baruah@oilindia.in](mailto:chironjeet_baruah@oilindia.in)

FD NO.	Issue Date	Maturity Date	FD Amount	Beneficiary /Contractor Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal / Auto closure)	Remarks (if any) of the issuing Bank
A	B	C	D	E	F	G	H	I

**8.5 Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG):**

SL.NO.	BANK NAME	SL.NO.	BANK NAME
1	<b>AU Small Finance Bank</b>	20	<b>IndusInd Bank</b>
2	<b>Axis Bank</b>	21	<b>Karnataka Bank</b>
3	<b>Bank of Baroda</b>	22	<b>Karur Vysya Bank</b>
4	<b>Bank of India</b>	23	<b>Kotak Mahindra Bank</b>
5	<b>Bank of Maharashtra</b>	24	<b>Punjab and Sind Bank</b>
6	<b>Canara Bank</b>	25	<b>Punjab National Bank</b>
7	<b>Central Bank of India</b>	26	<b>RBL Bank</b>
8	<b>City Union Bank</b>	27	<b>Standard Chartered</b>
9	<b>DBS Bank</b>	28	<b>State Bank of India</b>

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10	<b>DCB Bank</b>	29	<b>South Indian Bank</b>
11	<b>Dhanlaxmi Bank</b>	30	<b>Tamilnad Mercantile Bank Ltd.</b>
12	<b>Federal Bank</b>	31	<b>UCO Bank</b>
13	<b>HDFC Bank</b>	32	<b>Union Bank of India</b>
14	<b>HSBC Bank</b>	33	<b>Yes Bank</b>
15	<b>ICICI Bank</b>		
16	<b>IDBI Bank</b>		
17	<b>IDFC First Bank</b>		
18	<b>Indian Bank</b>		
19	<b>Indian Overseas Bank</b>		

**BENEFICIARY DETAILS FOR ISSUE OF E-BG**

<b>Details of Beneficiary</b>		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAACO2352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email-ID	<a href="mailto:chironjeet_baruah@oilindia.in">chironjeet_baruah@oilindia.in</a>
<b>E</b>	Mobile No.	9954785792
<b>F</b>	Local Address	P.O, Udayan Vihar, Narengi Tinali, Guwahati, Assam 781171
<b>G</b>	Registered address	P.O, Udayan Vihar, Narengi Tinali, Guwahati, Assam 781171

**8.6 Performance Security may be submitted in the form of Insurance Surety Bonds as per the proforma XXII.**

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

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

**9.0** OIL INDIA LIMITED reserves the right to reject any/all applications/bids without assigning any reasons whatsoever.

**10.0** In case of any unprecedented Bandh / Holiday on the date of "Draw-of-lots", the same will be held on the next working day.

**Tender No. CGI1108P26**

**11.0** All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and the web based application only and no separate notification shall be issued in the press. Prospective applicants are requested to regularly visit the website and the web based application to keep them updated.

Thanking you.

Yours faithfully,  
**OIL INDIA LIMITED**  
**(CHIRONJEET BARUAH)**  
**Chief MANAGER-C&P**  
**Pipeline Guwahati**  
**For GM-(C&P) PL**  
**For Executive Director-PLS**

**INSTRUCTIONS TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS****2.1 TENDER FEE: NIL**

- a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s).

**2.2 BID SECURITY:**

1. The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 8.
2. All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the e-tender portal:
  - a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per PROFORMA-XI) issued by Nationalized or Scheduled Bank in favor of M/s Oil India Limited and payable at GUWAHATI. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
  - b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/ FD Certificate pledged in favor of OIL by issuing bank /irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.
    - i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, FD Certificate pledged in favor of OIL by issuing bank, the same should be in favour of "Oil India Limited" payable at Guwahati.
    - ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

<b>BANK DETAILS OF BENEFICIARY</b>		
Bank Name	AXIS BANK	
Branch Name	GUWAHATI	
Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM	
Banker Account No.	140010200027654	
Type of Account	CURRENT ACCOUNT	
IFSC Code	UTIB0000140	
MICR Code	781211002	
SWIFT Code	Axisinbb140	
Contact No.	8876501401	
Contact Person Name	Mr. Dibakar Ghaosh	
Fax No.	Not available	
Email Id	<a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a>	

- iii. If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.
- c. case of Bidders submitting Bid Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of GM-CONTRACTS, OIL PHQ GUWAHATI-781171 on or before 11:00 p.m. (IST) on the bid closing / opening date otherwise bid will be rejected.
- d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 8 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

- i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned below along with technical bid.
- ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of

Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

3. Any bid not secured in accordance with sub-clause 2 above shall be rejected by the Company as non-responsive.
4. The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
5. Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.
6. Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 8.0 in the above section is furnished.
7. Bid Security shall not accrue any interest during its period of validity or extended validity.
8. The Bid Security may be forfeited:
  - a. If the bidder withdraws the bid within its original / extended validity.
  - b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
  - c. If the bidder does not accept the contract.
  - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
  - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
9. In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
10. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.
11. The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to AXIS BANK , CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM Branch; IFS Code – UTIB0000140; SWIFT Code – Axisinbb140; Branch Address: CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM

<b>BANK DETAILS OF BENEFICIARY</b>		
<b>a</b>	Bank Name	AXIS BANK
<b>b</b>	Branch Name	GUWAHATI
<b>c</b>	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
<b>d</b>	Banker Account No.	140010200027654
<b>e</b>	Type of Account	CURRENT ACCOUNT
<b>f</b>	IFSC Code	UTIB0000140
<b>g</b>	MICR Code	781211002
<b>h</b>	SWIFT Code	Axisinbb140
<b>i</b>	Contact No.	8876501401
<b>j</b>	Contact Person Name	Mr. Dibakar Ghaosh
<b>k</b>	Fax No.	Not available
<b>l</b>	Email Id	<a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a>

**12. Submission of Bid Security as applicable, in the form of Electronic Bank Guarantee(e-BG) is also acceptable.**

SL.NO.	BANK NAME	SL.NO.	BANK NAME
1	<b>AU Small Finance Bank</b>	20	<b>IndusInd Bank</b>
2	<b>Axis Bank</b>	21	<b>Karnataka Bank</b>
3	<b>Bank of Baroda</b>	22	<b>Karur Vysya Bank</b>
4	<b>Bank of India</b>	23	<b>Kotak Mahindra Bank</b>
5	<b>Bank of Maharashtra</b>	24	<b>Punjab and Sind Bank</b>
6	<b>Canara Bank</b>	25	<b>Punjab National Bank</b>
7	<b>Central Bank of India</b>	26	<b>RBL Bank</b>
8	<b>City Union Bank</b>	27	<b>Standard Chartered</b>
9	<b>DBS Bank</b>	28	<b>State Bank of India</b>
10	<b>DCB Bank</b>	29	<b>South Indian Bank</b>
11	<b>Dhanlaxmi Bank</b>	30	<b>Tamilnad Mercantile Bank Ltd.</b>
12	<b>Federal Bank</b>	31	<b>UCO Bank</b>

13	<b>HDFC Bank</b>	32	<b>Union Bank of India</b>
14	<b>HSBC Bank</b>	33	<b>Yes Bank</b>
15	<b>ICICI Bank</b>		
16	<b>IDBI Bank</b>		
17	<b>IDFC First Bank</b>		
18	<b>Indian Bank</b>		
19	<b>Indian Overseas Bank</b>		

**BENEFICIARY DETAILS FOR ISSUE OF E-BG**

Details of Beneficiary		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAACO2352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email-ID	<a href="mailto:chironjeet_baruah@oilindia.in">chironjeet_baruah@oilindia.in</a>
<b>E</b>	Mobile No.	9954785792
<b>F</b>	Local Address	P.O, Udayan Vihar, Narengi Tinali, Guwahati, Assam 781171
<b>G</b>	Registered address	P.O, Udayan Vihar, Narengi Tinali, Guwahati, Assam 781171

**13. Bid Security may be submitted in the form of Insurance Surety Bonds as per the proforma XXI.**

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

- a) **MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors/ traders)** are eligible for exemption of Bid Security shall furnish Udyam Registration Number with Udyam Registration Certificate along with technical bid.

Note:

- i. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.
- ii. In case bidding MSE is owned by Schedule Caste or Schedule Tribe or

Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

- b) **Central as well as State Government Departments and Public Sector Undertakings (PSUs)** are exempted from submitting bid security against this tender. However, such bidders must submit the bid security declaration as per format enclosed in the tender.

The bid security declaration against the subject tender has been enclosed as

**PROFORMA- XI (A).**

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

### **4.0 DOCUMENT:**

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

1. A forwarding letter highlighting the following points.:
  - i) Company's Tender No.
  - ii) Bid closing date and time.
  - iii) Bid opening date, time and place.
  - iv) Bid submission place.
  - v) Bid opening place.
2. Covering Letter with Salient features
3. Part –I Instruction to Bidders
4. Part-II: Bid Rejection/Evaluation Criteria
5. Part –III, Section I: General terms and Condition of the Contract
6. Part –III, Section II: Schedule of Quantities, Service/work and Rates
7. Part –III, Section III: Special Condition of the Contract
8. Part-III, Section-IV: Safety Measure and Compliance
9. Part-III, Section-V: Integrity Pact
10. **Proformas**

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

### **5.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

- 5.2 ***The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in newspaper nor sent to any of the participating Bidders. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.***

## **6.0 PREPARATION OF BIDS**

### **6.1 LANGUAGE OF BIDS:**

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

### **6.2 BIDDER'S NAME & ADDRESS:**

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

## **7.0 DOCUMENTS COMPRISING THE BID:**

- 7.1 Bids are invited under **Single Stage Composite Bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on \_\_\_\_\_" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

General Manager (Contracts), Oil India Limited  
Pipeline Head Quarter, Narangi  
P.O.: Udayan Vihar, Guwahati, Assam – 781171

- 7.2 **Envelope:** Any document required to be submitted in original as per tender requirement.  
Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

## **8.0 E- FORM FOR ONLINE SUBMISSION:**

- 8.1 **TECHNICAL BID (Un-Priced)** comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc.
- iii) Documentary evidence established in accordance with clause **9.0** of this section.

- iv) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-II**.
- v) **Original Affidavit in Court Stamp Paper of Rs. 20.00, duly attested by Notary as per the prescribed format in Proforma-VIII.**
- vi) **Copy of signed Bid document without indicating prices.**

8.2 **COMMERCIAL/PRICE BID** comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

- (i) Price-Bid Format as per relevant format
- (ii) Bid Form as per **Proforma -XI**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

**NOTE:**

**TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process only.

**9.0 BID SECURITY DECLARATION FORM: APPLICABLE**

**10.0 BID PRICE:**

10.1 **Unit prices must be quoted by the bidders both in words and in figures.**

10.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

10.3 All duties and taxes including Contract Tax, Corporate income Taxes and other levies but **exclusive of GST** payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**11.0 CURRENCIES OF BID AND PAYMENT:** Bid currency and payment shall be **INR**.

**12.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in **Part-II** of the document.

**13.0 SIGNING OF BID:**

13.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organization Name)] as per

Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 13.2 ***The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma-III) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.***
- 13.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 13.4 ***Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.***
- 13.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

**14.0 BID SECURITY: APPLICABLE**

***In case any bidder withdraws their bid during the period of bid validity, the party shall be debarred for a period of 2(two) years to participate any future tender and submitted bid security will be forfeited.***

**15.0 PERIOD OF VALIDITY OF BIDS:**

- 15.1 Bids shall remain valid for **90 days** after the date of bid opening (technical) prescribed by the Company.
- 15.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing/email (or by Fax). The bid Security provided under **Clause**

**14.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**16.0** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-II**.

**17.0** Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

**18.0 DEADLINE FOR SUBMISSION OF BIDS:**

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

**19.0 LATE BIDS:**

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

**20.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

20.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.

20.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

20.3 No bid can be modified subsequent to the uploading in the e-tendering system.

20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**21.0 PRE-BID CONFERENCE/ MEETING: *Not Applicable for this Tender.***

**22.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action. **In case of major and serious fraud, period of debarment may be enhanced.**

**23.0 OPENING AND EVALUATION OF BID:**

23.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. Only one

representative against each bid will be allowed to attend.

- 23.2 Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 23.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 23.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 23.5 **To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.**
- 23.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 23.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 23.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**24.0 OPENING OF COMMERCIAL/ PRICE BIDS:**

- 24.1 ***Company will open the Commercial/Price Bids of all the Bidders on a specific date as mentioned in portal in presence of interested bidders.***
- 24.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 24.3 ***Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept***

***the correction of the errors, their bid will be rejected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.***

#### **25.0 EVALUATION AND COMPARISON OF BIDS:**

- 25.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents.
- 25.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 25.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

#### **26.0 CONTACTING THE COMPANY:**

- 26.1 Except as otherwise provided, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company.
- 26.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### **27.0 AWARD OF CONTRACT**

##### **AWARD CRITERIA:**

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

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

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

#### **29.0 NOTIFICATION OF AWARD:**

- 29.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 29.2 ***The notification of award will constitute the formation of the Contract.***
- 29.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid

Security.

**30.0 SIGNING OF CONTRACT:**

30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the **Contract document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

30.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

**31.0 PERFORMANCE SECURITY:** Successful bidder shall be required to furnish an amount equivalent to **3%** of the contract value as Performance Security Deposit within 30 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled, and Security deposit forfeited. The Performance Security Deposit shall remain valid for **3 (Three)** more months beyond validity of the contract. The same will be discharged by company not later than 30 days following its expiry.

31.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-IX**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at GUWAHATI. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as **PROFORMA-XVI**) must be submitted along with original copy of PBG.

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

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

ii. Performance Security amount can also be deposited through NEFT or RTGS mode to the designated OIL's bank account as below:

<b>BANK DETAILS OF BENEFICIARY</b>		
<b>a</b>	Bank Name	AXIS BANK
<b>b</b>	Branch Name	GUWAHATI
<b>c</b>	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
<b>d</b>	Banker Account No.	140010200027654

<b>e</b>	Type of Account	CURRENT ACCOUNT
<b>f</b>	IFSC Code	UTIB0000140
<b>g</b>	MICR Code	781211002
<b>h</b>	SWIFT Code	Axisinbb140
<b>i</b>	Contact No.	8876501401
<b>j</b>	Contact Person Name	Mr. Dibakar Ghaosh
<b>k</b>	Fax No.	Not available
<b>l</b>	Email Id	<a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a>

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

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

iv. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

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

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

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to AXIS BANK, CHIMBER HOUSE, G.S.ROAD, DISPUR GUWAHATI ASSAM Branch; IFS Code – UTIB0000140; SWIFT Code – Axisinbb140;

<b>BANK DETAILS OF BENEFICIARY</b>		
<b>a</b>	Bank Name	AXIS BANK
<b>b</b>	Branch Name	GUWAHATI



A	B	C	D	E	F	G	H	I

iii. **Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG):**

SL.NO.	BANK NAME	SL.NO.	BANK NAME
1	<b>AU Small Finance Bank</b>	20	<b>IndusInd Bank</b>
2	<b>Axis Bank</b>	21	<b>Karnataka Bank</b>
3	<b>Bank of Baroda</b>	22	<b>Karur Vysya Bank</b>
4	<b>Bank of India</b>	23	<b>Kotak Mahindra Bank</b>
5	<b>Bank of Maharashtra</b>	24	<b>Punjab and Sind Bank</b>
6	<b>Canara Bank</b>	25	<b>Punjab National Bank</b>
7	<b>Central Bank of India</b>	26	<b>RBL Bank</b>
8	<b>City Union Bank</b>	27	<b>Standard Chartered</b>
9	<b>DBS Bank</b>	28	<b>State Bank of India</b>
10	<b>DCB Bank</b>	29	<b>South Indian Bank</b>
11	<b>Dhanlaxmi Bank</b>	30	<b>Tamilnad Mercantile Bank Ltd.</b>
12	<b>Federal Bank</b>	31	<b>UCO Bank</b>
13	<b>HDFC Bank</b>	32	<b>Union Bank of India</b>
14	<b>HSBC Bank</b>	33	<b>Yes Bank</b>
15	<b>ICICI Bank</b>		
16	<b>IDBI Bank</b>		
17	<b>IDFC First Bank</b>		
18	<b>Indian Bank</b>		
19	<b>Indian Overseas Bank</b>		

**BENEFICIARY DETAILS FOR ISSUE OF E-BG**

Details of Beneficiary		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAACO2352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email-ID	<a href="mailto:chironjeet_baruah@oilindia.in">chironjeet_baruah@oilindia.in</a>
<b>E</b>	Mobile No.	9954785792
<b>F</b>	Local Address	P.O, Udayan Vihar, Narengi Tinali, Guwahati, Assam 781171

<b>G</b>	Registered address	P.O, Udayan Vihar, Narengi Tinali, Guwahati, Assam 781171
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31.5 **Performance Security may be submitted in the form of Insurance Surety Bonds as per the proforma XXII.**

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

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

31.8 Failure of the successful Bidder to comply with the requirements of clause **31.1** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

**32.0 INTEGRITY PACT:**

32.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**SECTION -V- Integrity Pact**" of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

32.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may con- tact the Independent External Monitor for any matter relating to the IFB at the following addresses:

**Shri Ajit Mohan Sharan, IAS (Retd.),**  
Former Secretary, Ministry of Ayush, Govt. of India  
Mob No.: 9810701876  
E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

**Dr. Ved Prakash, ITS (Retd.)**  
E-mail: [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)

**33.0 COST OF BIDDING:**

- 33.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 33.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

**34.0 RECIPROCITY CLAUSE**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

**35.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDERS WITH INDIA:**

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration. Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
  - (a) An entity incorporated, established or registered in such a country; or

- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - (d) An entity whose beneficial owner is situated in such a country; or
  - (e) An Indian (or other) agent of such an entity; or
  - (f) A natural person who is a citizen of such a country.
4. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. The beneficial owner for the purpose of para 3.0 above will be as under:
- 4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
7. Validity of Registration: The registration should be valid at the time of submission

of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

8. Undertaking regarding compliance: The bidders are required to provide undertakings as per **Proforma-XIII** Exhibits - I, II & III along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/ action as per OIL's Banning Policy and further legal action in accordance with law.

**36.0 Categorization and various Criteria applicable to MSE bidders** shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

**Udyam Registration Number with Udyam Registration Certificate.**

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

**37.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.**

Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

- i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

- iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

- (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
- (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

**38.0 SITE VISIT:**

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- i) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- ii) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- iii) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- iv) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- v) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- vi) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- vii) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

**39.0 GENERAL:**

- i. The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- ii. The bidder should indicate at the time of quoting against this tender their full

postal and Fax/Email addresses.

- iii. The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

#### **40.0 SPECIFICATIONS:**

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

- 41.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same.
  - 41.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST ~~and Central Excise~~ Registration Certificate.
  - 41.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST ~~and Central Excise~~ Registration Certificate.
  - 41.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST ~~and Central Excise~~ Registration Certificate.
  - 41.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST ~~and Central Excise~~ Registration Certificate.
  - 41.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies GST ~~and Central Excise~~ Registration Certificate.
  - 41.6 **In case of Joint Stock Companies registered under the Indian Companies Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST ~~and Central Excise~~ Registration Certificate.
  - 41.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the

Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.

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**BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)****1.0 GENERAL CONFORMITY:**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and/or services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

**2.0 TECHNICAL EVALUATION CRITERIA:****A) EXPERIENCE:**

The Bidders must have successfully executed/completed **“Similar Works”** over the last 7 (Seven) years reckoned from the original bid closing date in Central/State Government/PSUs/ Nationalised Banks/ Public Limited Company as under.

At least One similar work of **Rs. 6,69,073 (Six Lakh Sixty-Nine Thousand Seventy-Three Only)**.

**“Similar work”** mentioned above means **'providing hired vehicle services'**.

B) For proof of requisite experience and relevant technical requirements the following documents must be submitted along with the bid:

i) In case of OIL contractors, Copy of Certificate of Completion (COC)/ Certificate of Payments (COP) / Service entry Sheet (SES) of jobs successfully executed during the last seven years ending bid closing date, showing gross value of the job done, Nature of job done and Time period covering as per NIT. It may be clearly noted that simply mentioning of OIL Contract Number or Work order will not be accepted.

ii) In case of a bidder NOT being an OIL Contractor, then the following document issued by Central/State Government/PSUs/ Nationalised Banks/ Public Limited Company in last seven years from date of original bid closing date:

a) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work,

AND

b) Job Completion Certificate showing:

(i) Gross value of job done

(ii) Nature of job done and Work order No./Contract No.

(iii) Contract period and date of completion

OR

c) SES (Service Entry Sheet)/Certificate of Payment (COP) indicating the

following:

- (i) Work order no./Contract no.
- (ii) Gross value of job done
- (iii) Period of Service
- (iv) Nature of Service

**NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE WILL RESULT IN REJECTION OF BIDS.**

**NOTE:-**

- (i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
  - (ii) In case if the prospective bidder is executing service contract of Similar work which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.
- C) Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them). In case P.F. is required to be deposited later on, the same shall be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her during mobilization phase of the contract

**3.0 FINANCIAL CRITERIA:**

- 3.1 Annual financial turnover as per Audited Annual Reports in any of the preceding 3 financial years to be reckoned from the original bid closing date should be at least Rs 4,01,444 (Four Lakh One Thousand Four Hundred Forty-Four Only).**

For consortium:

- i) At least one member of the consortium to meet the above criteria of **50%** turnover.
- ii) The other members of the consortium should meet minimum **25%** turnover requirement.

**3.2 Period for consideration: In any of preceding 3 financial years**

**3.3 Net worth: Positive for the preceding financial / accounting year.**

- 3.4 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, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth.**

OR

- ii) Audited Balance Sheet along with Profit & Loss account.
- iii) **Mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.**
- iv) **MSE bidders (manufacturers/Service Providers only and not their dealers/ distributors/ traders) are eligible for exemption of Financial Criteria.** Bidders seeking exemption must provide valid supporting document as stipulated under **clause 7.1 below** at the time of bid submission.

**3.5** 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 (Firm Registration Number) is not available. However, bidder will have to provide documentary evidence for the same.

**3.6** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-VI**.

#### **4.0 COMMERCIAL EVALUATION CRITERIA:**

- 4.1** The bids are to be submitted in single stage under composite Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. Only Price Bid should contain the quoted price.
- 4.2** The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.

- 4.3** The bidders must quote the profit, establishment and handling element in percentage terms on total value of Fixed and Running values, where the lower ceiling of the same will be fixed a -10% (Minus Ten percent) and the upper ceiling will be fixed as +10% (Plus Ten Percent). The bidder quoting below -10% and above 10% will be summarily rejected.
- 4.4** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 4.5** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of GM- Contracts, OIL at Guwahati on or before **11:00 Hrs (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be ₹ **1,08,000**. Bid without proper & valid Bid Security will be rejected.
- Any Bid accompanied by bid security with (i) validity shorter than 45 Days beyond bid validity period. (in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.**
- Note:
- In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 45 Days beyond bid validity period**
- 4.6** If bidder withdraws or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.7** Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 4.8** Bids shall be typed or written in indelible ink.
- 4.9** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 4.10** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.11** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
  - (ii) Bid Security
  - (iii) Period of validity of Bid
  - (iv) Price Schedule

- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

**4.12** Bid received with validity of offer less than **90 (Ninety) days** from Bid Closing Date will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in relevant Proforma.

**4.13** The Integrity Pact **is applicable against this tender**. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**4.14** Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to have submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.

**4.15** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats **APPENDIX-D** along with the bid.

**4.16** The bidder shall submit an undertaking/declaration as per **APPENDIX-E** confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their forementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The

bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy."

**5.0 PRICE EVALUATION CRITERIA:**

- 5.1** Price bid shall be evaluated in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- 5.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ (i.e. fixed monthly charge X 48 months, Running Charge per KM X the Estimated KM indicated i.e. **3000\_Km/month**) for each vehicle of the tender.
- 5.3** Bidders are required to quote for all the items as per Price Bid Format; otherwise, the offer of the bidder will be straightway rejected.
- 5.4** If there is any discrepancy between the unit price and the total price, the total price will prevail and the unit price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 5.5** It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.6** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- 5.7** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 5.8** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Totalquoted price inclusive of all liabilities.
- 5.9** Contracts on the basis of "One Bidder-One-Vehicle" will be awarded to the successful bidders as per priority of the Draw-of-Lots against actual requirement of the Company. The contract shall be as per offered rates and other terms and conditions of the tender.

- a) The lowest techno-commercially acceptable bidder (L1) will be determined by the rates quoted for each vehicle. The bidder with lowest rate per vehicle will be declared as L1. Similarly, techno-commercially acceptable bidder offering the next higher rate will be ranked as L2, L3, L4 and so on for each vehicle.
- b) In the case where only a single bidder emerges L1 for each vehicle, L2 bidder(s) will then be offered to provide the service of tendered vehicle subject to matching their rates with L1 bidder. However, if any of the other bidders refuses to match their price to that of L1 bidder, the next lowest bidder will be considered for award of contract subject to matching their price to L1 bidder.

Subsequently, when more than one bidder emerges as lowest (L1) bidders due to equal rates quoted (or after matching of prices), then the successful bidder for award of contract of each vehicle will be decided by draw of lots. All techno-commercially qualified L1 bidders will be eligible for “draw of Lots”. However, the first successful winner in the “draw of Lots” will not be eligible for 2nd & subsequent rounds of “draw of Lots” and the second successful winner will not be eligible for 3rd & 4th round of “draw of Lots”, and so on. The allotment of the vehicles will be on the basis of ‘One Person One Vehicle’ only. Company's decision in this regard is final and binding to all bidders.

- c) The original rates quoted by the bidders will not be allowed to increase under any circumstances.

**5.10** OIL will prefer to deal with registered bidder 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.

**5.11** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

**5.12** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

**5.13** Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

## **6.0 GENERAL:**

**6.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

**6.2** Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.

OR

In case bidder doesn't have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same during mobilization phase of the contract.

**6.3** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

**6.4** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

**6.5** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

**6.6** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

**6.7** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**6.8** The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.

- a) Performance Security Clause
- b) Force Majeure Clause
- c) Termination Clause
- d) Settlement of disputes Clause
- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.
- i) With holding clause.

- j) Liability clause.
- k) Set off clause

**6.9** All bidders are required to mandatorily submit the checklist on BEC (Bid Evaluation Criteria) and other relevant technical criteria as outlined in the tender document, along with their bids. However, in case a bidder submits their bid without a completely filled checklist, will render the bid liable for rejection and will not be considered for further evaluation.

## **7.0 PURCHASE PREFERENCE CLAUSE:**

### **7.1 PURCHASE PREFERENCE TO MSE BIDDERS:**

Purchase Preference to Micro and Small Enterprises is applicable to this tender. Bidders seeking benefits under Purchase Preference Policy (MSE) shall have to be registered for that item under the NIC group code under Udyam Registration or UAM.

- (i) In case participating MSE Quote price within price band of L1+15%, such MSE shall be considered for award of contract subject to bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.
- (ii) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

**Note:** The price matching shall be done in the following order of preference:

- a) SC/ST Women- owned MSEs
- b) SC/ST owned MSEs
- c) Women-owned MSEs
- d) Other MSEs

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

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

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

### **7.2 PURCHASE PREFERENCE POLICY (PPP-MII): (Not Applicable for this Tender)**

- 8.0 DOCUMENT AUTHENTICITY UNDERTAKING:** Bidders should note that Company (OIL) may verify authenticity of all the documents/certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-V**.
- 9.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

## PROFORMA-VII

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

UDIN:

Seal:

Membership Code &amp; Registration No.:

Signature

**GENERAL CONDITIONS OF CONTRACT (GCC)****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, WB, Bihar and Arunachal Pradesh.
- 1.3 "**BASE STATION**" means the station as set out in SOQ /BOQ hereof where the vehicle(s) / equipment shall be permanently based, (i.e., based for minimum period of 10 (Ten) days at a stretch) which may be changed at the discretion of the Company.
- 1.4 "**BID OPENING DATE**" means the date on which the Tender was opened by the Company against the finalisation of this agreement.
- 1.5 "**BREACH OF CONTRACTUAL OBLIGATION**" means amongst others also the following:
- i) Carriage of unauthorised passengers by the Contractor while under this agreement with the Company.
  - ii) Unauthorised use of the vehicle(s)/equipment when released to the Contractor for undertaking its deployment for any other business purpose.
  - iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and;
  - iv) Failure of the Contractor to place the vehicle(s) for inspection as and when directed by Company's Engineer.
  - v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
  - vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.
- 1.6 "**COMPANY**" means Oil India Limited.
- 1.7 "**COMMENCEMENT OF SERVICE**" means the date of placement of the first vehicle / equipment under this Agreement.
- 1.8 "**COMPANY ENGINEER**" means the following:
- i) Head of User department or his nominee in case of the following events:
    - a) Initial and subsequent inspection of vehicle(s)/equipment.

b) Scrutiny of documents regarding Contractor's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees' roster etc.

c) Initial placement of vehicle(s)/equipment with a user department

or

Daily allocation of vehicle(s) / equipment in the area of operations of the Company.

d) Release of vehicle(s)/equipment upon conclusion of this agreement.

e) Assessment of time to be allowed for repairs in case of accident.

f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition

or

Unruly behaviour of the crew or repeated defaults by the Contractor; and

g) Instruct Contractor to replace by more suitable hand of Driver(s)/crew engaged for operating the vehicle/equipment.

ii) The Head of the user department or his/her nominee in case of the following:

a) Normal day-to-day operation of service after placement under the respective department.

b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling

c) Release of vehicle(s)/equipment for daily/periodic fuelling.

d) Allotment of daily duties and timings for reporting and release.

e) Certification of daily log sheets.

f) Authentication of monthly statement-cum-bill

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

iii) Head-Contracts in case of the following events:

a) Release/forfeiture of Security Deposit/Earnest Money (Bid Security).

b) Any dispute under this Agreement as to the Contractor's obligations or otherwise.

c) Determination of instances of shut down or standby due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Contractor.

- 1.9 CREW:** Means Supervisors, Operators, Drives, Handymen/ Helper(s)/Jugalees attached to the vehicle(s)/equipment, as defined in the Clause: **1.13, 4.10.**
- 1.10 "**DUE DATE OF PLACEMENT**" means the date stipulated in Clause No.09, SOQ /BOQ 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 LOGBOOK/ DUTY SLIP**" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of this Agreement.
- 1.13 "**DRIVER / OPERATOR**" means an individual including owner of the vehicle who chooses to drive the vehicle, possessing sound mental and physical health, who is in possession of an appropriate valid professional Driving License issued by the Regional Transport Authority, who is driving vehicle under the Contract.
- 1.14(A) "**DEFAULT**" means any of the following commissions or omissions by the Contractor or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations: -
- a) Delay in initial placement of vehicle(s) beyond the stipulated date.
  - b) Unsuitability of the Driver or assigned/Attendant and/or working crew.
  - c) Drunkenness and intoxication of the driver and/or the Attendant/crew.
  - d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions: -
    - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown.
    - ii) Due to inadequate routine maintenance
    - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month.
  - e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment.
  - f) Non-supply of fuel.
  - g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and / or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement.
  - h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer.

- i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company.
- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty-Eight) Hours allowable for repair / maintenance time per month.
- l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
- m) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Contractor to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
- n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal.
- p) Non-availability of services due to unauthorized/lightening strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

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

1.14 "**FIXED CHARGE PER MONTH**" means fixed charge mentioned under SOQ /BOQ hereof which will be inclusive of depreciation, parking fee if applicable all applicable taxes & duties (but excluding GST) as applicable, insurances and wages of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, annual leave etc. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty at a stationary place when there is no km run. Fixed Charge per Month is exclusive of PF, ESI, Cost of Uniform, and any other reimbursable charge/payment as mentioned in the MoS dated 22.07.2022.

1.15 "**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.

- 1.16 "**NORMAL HOURS/TIMINGS OF DUTY**" means the duty hours, which may be stipulated or instructed by the Company's Engineer.
- 1.17 "**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.
- 1.18 "**INSPECTION**" means initial inspection and inspection carried out as and when desired by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.
- 1.19 "**INSURANCE**" means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.
- 1.21 "**LICENCE AND PERMITS**" means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:-
- a) Professional driving license(s) for the driver(s)/Operator(s);
  - b) Registration Book(s) with endorsement of Road Tax;
  - c) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required
  - d) Road permits
  - e) Fitness certificate
  - f) Inner line permit(s) for Arunachal Pradesh.
  - g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew.
  - h) Any other as required under law in force.
  - i) Pollution under control certificate
- 1.22(a) "**LIQUIDATED DAMAGES**" means pro-rata fixed charge per hour rate payable by the Contractor in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.
- 1.22(b) "**SPECIAL LIQUIDATED DAMAGES**" means the amount payable by the Contractor in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.
- 1.23 "**LEAVE**" means Annual Leave to be granted to the Crew who are employees

of the Contractor as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.

- 1.24 "**MONTHLY KILOMETREAGE STATEMENT CUM BILL**" means the format specified by the Company.
- 1.25 "**HELPER/MAZDOOR**" means an unskilled labourer employed by the Contractor who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.
- 1.26(a) "**PRO-RATA FIXED CHARGE PER DAY**" means the Fixed Charge per month as per Item No.10 of, SOQ /BOQ, divided by 30(Thirty) days.
- 1.26(b) "**PRO-RATA FIXED CHARGE PER HOUR**" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty-Four) hours.
- 1.27 "**PENALTY**" means the amount payable by the Contractor in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.
- 1.28 "**REGISTRATION**" means the vehicle(s)/equipment having registration in the name of the Supplier(s)/Firm with the R.T.O. /D.T.O. having jurisdiction in the area of operations of the Company.
- 1.29 "**RUNNING CHARGE PER KILOMETER**" means the rates stipulated in Item No. 20 of SOQ /BOQ 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 always solely responsible for compliance with all statutory acts during the tenure of the service Agreement.

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

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

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

- a) Payable fixed charge although the services are not available due to the following: -
  - i) For maintenance up to 48(Forty-Eight) hours per month, counted from the beginning of the month, the Company shall pay the fixed charge on certification from the Head of the User Department that the shutdown was due to maintenance of the vehicle(s)/equipment. This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall applicable. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96 (Ninety-Six) hrs in a space of 3(Three) months which the Contractor will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s)/equipment (i.e., punctured tyre, minor mechanical adjustment etc.,) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty-Eight) hours' time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.
  - ii) Re-fuelling time for the vehicle(s)/equipment stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s)/equipment stationed at other base station the time and kms will be determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the vehicle(s)/equipment is/are more than 3500(Three Thousand Five Hundred) Km/month, the Head of the user department will determine the additional no. of re-fuelling required. This Kilometer and time will not be charged to the Contractor.

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

- 1.35(a) "**TAXES AND DUTIES**" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee for vehicle(s)/equipment and crew etc. as may be due and payable by the Contractor entirely at his/her own cost towards operation of the services envisaged under this agreement. GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of documentary evidence.

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

- 1.35(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Contractor towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 or any other Act which requires deduction of tax at source which may be in force from time to time.
- 1.36 Substantial control of the vehicles hired against this tender / contract will rest with the contractors.

2.0 **DESCRIPTION OF WORK:**

- 2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in SOQ /BOQ hereof which SOQ /BOQ forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Section-III (SCC) /STC hereof which Section-III SCC/STC also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Sections 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 SOQ /BOQ 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 SOQ /BOQ 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 SOQ /BOQ hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.
- 2.4 The Contractor shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.

2.5 The Contractor shall hereby undertake to pay to his/her (Crew/Staff), applicable minimum wages payable under the Minimum Wages Act, 1948 and as per MoS dated 22.07.2022, whichever applicable, to the Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the currency of this Agreement. He/She further undertakes to pay all his/her operating staff, if any, working under this Agreement the due wages in time including any arrears (arrears which will be reimbursed by Oil India Limited to the Contractor) of wages which may arise due to escalation of applicable minimum wages by the Central Government or due to revision of the said MoS.

3.0 **MANNER OF CONDUCTING WORK:**

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

4.0 **OBLIGATIONS OF THE CONTRACTOR:**

4.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

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

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

4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognised or un-

recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

- 4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 4.6 The Contractor shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Contractor's 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 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.
- 4.9 The Contractor must place the vehicle(s)/equipment for duties in time on any particular day as per the instructions of the Company's Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorized release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.
- 4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor / Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.
- 4.11 The Contractor shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.

- 4.12 The Contractor should ensure that the Driver(s)/Helpers/Jugalies/Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Contractor.
- 4.13 The Contractor must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.
- 4.14 The Contractor shall undertake only journeys authorized by the Company's Engineer. Any unauthorized journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.
- 4.15 The Contractor would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.
- 4.16 The Contractor shall indemnify the Company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 4.17 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Contractor shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.
- 5.0 **PARTICULARS, SPECIFICATIONS, AND INSTRUCTION TO THE CONTRACTOR:**
- 5.1 The Contractor shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any violation of law due to crossing of the speed limits shall have to be addressed by the Contractor entirely at his/her own cost.
- 5.2 The vehicle(s)/equipment described/set out in Part-II hereof must be equipped with all standard fittings, accessories, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Acts, 1988.
- 5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.
- 5.4 The Operators / Driver(s) must possess valid and relevant professional

licenses.

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

- 5.14 The Contractor shall not refuse the vehicle(s)/equipment to be driven by the Company's operator / driver(s) / officer(s) in case of emergency when Contractor's operator / driver(s) is/are not available for any reason.
- 5.15 The Contractor shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.
- 5.16 "**OIL INDIA LIMITED**" / "**ON OIL INDIA LIMITED DUTY**" must be painted prominently in the wind glass frame and number plate of all vehicles.
- 5.17 The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorized representative(s) who will be overall in charge of the Contractor's organization to carry out its obligations including preparation of bills, receipts of cheques etc.
- 5.18 The Contractor or his representative(s) shall report every day to the Logistics/User Department of the Company for receiving instruction for duties of equipment / vehicle allotted for the day-to day operations.
- 5.19 The Contractor must furnish to the Company upon initial placement of the equipment / vehicle(s), the name(s) of the Operators, Supervisor(s), Driver(s), Handymen, Helper(s), crew as may be applicable together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).
- 6.0 **RIGHTS OF COMPANY'S ENGINEER:**
- 6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer. The vehicle on company duty will be Tested/Inspected by company engineer as and when required.
- 6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.
- 6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Contractor to the satisfaction of the Company's Engineer.
- 6.4 The Company's Engineer shall have power amongst others as follows:-
- a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;
  - b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
  - c) Instruct the Contractor to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against

his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.

- d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and order the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Contractor to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Contractor's works.
- g) Instruct the Contractor to utilize the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorized journeys to specified destination(s) and carry the authorized passengers or goods as the case may be.
- i) Instruct the Contractor to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment / vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorized representative. Such inspection/ test carried out by the Company shall be at the Contractor's cost and risk.
- k) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- l) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which the defects as 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 speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- o) Instruct the Contractor to furnish the names of all operators, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

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

7.0 **SECURITY DEPOSIT:**

7.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter/Introduction and Letter of Award (LOA) as per Proforma-Form and must be in the form of an Insurance Surety Bond/Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

7.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.,

Fax Nos.,

E-mail address.

7.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

7.4 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

7.5 The Performance Security shall be denominated in the currency of the contract.

7.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of

03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

- 7.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non- performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non- performance/un-satisfactory performance.
- 7.8 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 7.9 Failure of the successful Bidder to comply with the requirements of clause 7.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

- 7.10 The Security Deposit shall also be forfeited in case of the occurrence of the following events as well: -
- a) In case of non-placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.
  - b) In case of any event occurring as envisaged in clause No.8.1 hereof; and/or
  - c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall.
  - d) In case of premature termination due to default or breach of contract by the Contractor.
- 7.11 In the event of an occurrence as envisaged in clause No.7.10 (b) & (c), the Contractor will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 8.0 The Contractor shall commence the supply of regular and continuous service by placing the equipment / vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of equipment / vehicle(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of Security Deposit as stipulated hereof without

prejudice to any other rights of the Company reserved in this Agreement.

- 8.1 The Contractor shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down, the Contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Contractor's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.
- 8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.
- 8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, MVI(Motor Vehicle Inspector) report and copy of garage certificate (in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by CGM-Logistics. Company has the right to inspect/cross check such declaration by physical verification/test run etc. If satisfied with the documents submitted, GM-Logistics shall waive the liquidated damage and his decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of: -
- (i) Accidents caused by rough/rash driving or because of negligence of the driver.
  - (ii) Where a FIR is lodged by a third party and services of the vehicle(s)/ equipment(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.
- 8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's Head of User department which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges. Before placement of the vehicle on Company's duty after accident/any mishap etc. an Inspection/Test of the vehicle will be carried out for road worthiness.
- 8.3(c) In case of Bundhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to

absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation. It is to be clearly understood that 48(Forty-Eight) hours' time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

**9.0 TERMINATION:**

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

- 9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this Agreement in whole or in part if the Contractor fails to perform any of his/her obligations under this agreement or if the Contractor does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.
- 9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 9.3 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.
- 9.4 The Company may send written notice to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 45(Forty-Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.
- 9.5 In case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated in the Contract/LOA, OIL shall have, without prejudice to any other rights of OIL, as provided in the contract, the right to terminate the Contract partially or fully with 30 (Thirty) days' notice in writing. The Contractor shall not be entitled to any claim towards any damages or compensation whatsoever on account of such termination.

In the event of termination of the contract, either partially or fully, Contractor shall be put on Holiday List as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

- 9.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ vehicle, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 10.0(a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in SOQ /BOQ of this Service Agreement. The above period shall be counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.
- 10.0(b) At the end of the month, the Contractor will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Contractor will also submit to the user department a certificate every month confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Contractor.
- 10.0(c) Monthly statement / bills submitted by the Contractor will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.
- 10.0(d) A daily logbook/duty slip will be maintained. The Contractor or his/her authorised representative should collect the original and a copy of the daily logbook/duty slip has to be submitted with statement-cum-bill for claiming payment.

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

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

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

- 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**:
- 13.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.
- 13.2 **Resolution of Dispute through SAC**:
- a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.
- b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. [www.oil-india.com](http://www.oil-india.com).
- c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.
- d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

**13.3 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually through Conciliation/Mediation, the same shall be referred to Arbitration.
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. The number of arbitrators and the appointing authority will be as under:  
Claim amount (excluding claim for interest and counter claim, if any)

<b>Claim amount. (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrator's List maintained by OIL	Mutually to be decided by the Parties

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-

lite interest in the matter.

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time).
  9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
    - (i) 20% of the fees if the claimant has not submitted statement of claim.
    - (ii) 40% of the fees if the pleadings are complete.
    - (iii) 60% of the fees if the hearing has commenced.
    - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
  10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
  11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.
  12. The seat and venue of the arbitration proceeding shall be New Delhi.
- 13.4 **Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**
1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.
  2. A party wishing to commence arbitration proceedings shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
  3. Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally

the cost of the arbitration as intimated by the Arbitrator.

### **13.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

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

### **13.6 Exclusions**

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

- a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

### **14.0 LIABILITY & INDEMNITY:**

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

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

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

14.5 **INDEMNITY AGREEMENT:**

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

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

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

14.9 **INSURANCE:**

14.9.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The Contractor at his cost shall arrange, secure and maintain insurance

as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

**14.9.2 Deductible:**

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.9.3 The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.9.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**14.9.5 Waiver of subrogation:**

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees.”

**14.9.6 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

**14.9.7 Additional Assured:**

**“Oil India Limited”** is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation/Employer’s Liability insurance).

## 14.9.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a. Kinds and amounts of insurance as required herein
- b. Details of coverage
- c. Insurance corporation or companies carrying the aforesaid coverage
- d. Effective and expiry dates of policies
- e. That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f. Waiver of subrogation endorsement has been attached to all policies and

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

14.9.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.9.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

**14.9.11 On account payment to OIL in case of claim**

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.9.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) Employees Compensation (EC) Policy or Employer's Liability Policy insurance as required by the laws of the country of origin of the employee.

**ii) Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

**iii) Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and

property damage limits shall be governed by Indian Insurance Regulations.

**iv) Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

**v) Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

**vi) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

**vii) Any other insurance policy set forth in the SCC.**

**15.0 TAXES & LEVIES:**

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

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

**16.0 ASSIGNMENT:**

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

**17.0 SUB-CONTRACT:**

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

**18.0 STATUTORY OBLIGATIONS:**

18.1 The Contractor shall bear all other expenditure, which may be deemed

necessary or required towards fulfilment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

19.0 **SET OFF CLAUSE:**

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

20.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

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

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

22.0 **THEFT OF VEHICLE:**

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

(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 advice of the Head of User Section or his nominated Officer.

**(End of SECTION-I)**

**SCHEDULE OF SERVICE, UNITS, QUANTITIES AND RATES: -****A. SCHEDULE OF SERVICE:**

1	SCHEDULE OF SERVICES:	<b>HIRING SERVICES OF 1 (ONE) BRAND NEW MAHINDRA BOLERO B6 OPT, 2 WHEEL DRIVE, DIESEL ENGINE DRIVEN VEHICLE WITH BS6 COMPLIANCE OR EQUIVALENT MODEL FOR OPERATION SECTION AT PS8 SONAPUR FOR PERIOD OF 4 (FOUR) YEARS.</b>
2	Model of the Vehicle	<b>BRAND NEW MAHINDRA BOLERO B6 OPT, 2 WHEEL DRIVE, DIESEL ENGINE DRIVEN VEHICLE WITH BS6 COMPLIANCE OR EQUIVALENT MODEL WITH LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION AND STANDARD COMPANY PROVIDED FITTINGS &amp; ACCESSORIES.</b>
3	Vintage of Vehicle(s):	<b>BRAND NEW PURCHASED AFTER THE ISSUANCE OF LOA</b>
4	No. of Vehicles required	<b>01 (ONE)</b>
5	Duration of Contract:	<b>04 (FOUR) Years</b>
6	Area of operations:	<b>VEHILCE WILL BE USED UNDER THE OPERATIONAL AREAS OF PS8 (SONAPUR)</b>
7	Mobilization Period	<b>45 DAYS FROM THE DATE OF ISSUE OF LOA</b>
8	Periodic inspection / test	a) On initial placement; and b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of agreement.
9	Normal hours/timings of duty / day	As may be stipulated by the Company's Engineer. (Subject to change depending upon the requirement).

**B. SCHEDULE OF QUANTITIES AND RATES**

OIL's Internally Estimated Rates for Fixed & Running Charges of the transport services tendered is as follows:

Item No	Description of duty hours/service	Unit	Quantity (A)	Company's Unit Rate (Rs) (B)	Amount (Rs)
				(B)	C=(AXB)
10	Monthly Fixed charge with 24 hours availability for <b>HIRING SERVICES OF 1 (ONE) BRAND NEW MAHINDRA BOLERO, B6 OPT, 2 WHEEL DRIVE, DIESEL ENGINE DRIVEN VEHICLE WITH BS6 COMPLIANCE OR EQUIVALENT MODEL FOR OPERATION SECTION AT PS8 SONAPUR FOR PERIOD OF 4 (FOUR) YEARS.</b>	Per calendar month	48	46,991.88	<b>22,55,610.24</b>
20	Running Expenses for <b>Vehicle (Estimated Running Km per Month is 3000 KMs)</b>	Per KM run	1,44,000	11.65	<b>16,77,600.00</b>

**NOTES:**

- i) **The Fixed Charge per month** is inclusive of the following as below:

A	Vehicle for 24 hours with services of driver for 08(eight) hours normal duty every day throughout the month which is inclusive of wages of regular driver for rest days, holidays, leave and other emoluments like bonus etc. as per applicable MoS / minimum wage as notified by Govt. of India.
B	Monthly wages of the regular driver <del>and helper</del> as per the rates mentioned above which also includes weekly rest day wages.
C	The offered Fixed Charges include all <b>liabilities including statutory liabilities</b> but exclusive of PF, ESI, cost of uniform of the driver and helper, GPAP of driver and helper & applicable GST.  GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
D	As per the MoS - In the event of applicable minimum wages as notified by the Central Govt. exceeds the prevalent daily wages of MoS for Drivers & Helpers, the daily wages will be suitably enhanced so as to match the applicable minimum daily rate of wages notified by the central Govt. authority. The rates of wages shall, therefore, be revised/amended from time to time whenever such revisions as notified by the Central Govt. exceeds the prevalent MoS rate for daily wages for Drivers.
E	The Monthly Fixed Charge and Running Charge per KM 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.

- ii) The bidders must quote the profit, establishment and handling element in percentage terms on total value of Fixed and Running values only as indicated, where the lower ceiling of the same will be fixed a **-10% (Minus Ten percent) and the upper ceiling will be fixed as +10% (Plus Ten Percent)**. The percentage value up to two decimal point will be considered. The bidder quoting **below -10% and above 10%** will be summarily rejected.
- iii) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. **The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.**
- iv) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.

- v) Contractors are required to raise monthly GST Invoices for reimbursement of Service Tax against the contract. In absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.
- vi) The rates are inclusive of all Taxes & duties and statutory liabilities applicable but excluding GST.
- vii) **Monthly wages of the regular Driver(s) and regular Helper(s) along with other emoluments as per MoS dated 22.07.2022/minimum wage as notified by Govt. of India:**

A	The rates to be quoted by the bidders are inclusive of all operating /running expenses, daily minimum <b>wages. of driver @ Rs. 903.31 (Excluding OT, PF, ESI) per day which will be enhanced on each calendar year @ Rs. 30.00 for driver</b> engaged in connection with operation of the services. The stated rates are inclusive of applicable Bonus, but exclusive of PF, ESI (as applicable as per guidelines of the Company). Bidders to quote their fixed rate inclusive of the wages of Driver considering the guidelines cited above and will remain firm throughout the tenure of the contract.														
B	In case OIL needs to engage the driver beyond 8 hours per day duty, contractor has to pay the driver applicable OT against each additional hours of duty beyond 8 hours' duty as overtime. However, total monthly overtime expenses to driver will be reimbursed to the contractor by OIL.														
C	<p>Following are the rates vide Approval No. <b>PL/ED (ADMIN)/2/3-17/748 of 30.01.2026</b> and applicable for the calendar year <b>2026</b>, which will be revised in the succeeding years during the tenure of the contract.</p> <p>a) <b>For Driver (Skilled) Category (For Light &amp; Medium Vehicles/ Buses / Bowers / Truck)</b></p> <table data-bbox="321 1276 1349 1829"> <tr> <td>1. <b>Driver Skilled Category:</b></td> <td><b>Rs. 903.31 Per day</b></td> </tr> <tr> <td>2. <b>SINGLE OT for Driver Skilled Category: (Beyond 8th hour &amp; up to 9th hour)</b></td> <td><b>Rs. 61.75 per hour</b></td> </tr> <tr> <td><b>DOUBLE OT for Driver Skilled Category: (Beyond 9<sup>th</sup> hour)</b></td> <td><b>Rs. 190.00 per hour</b></td> </tr> <tr> <td>4. <b>HOLIDAY OT for Driver Skilled Category:</b></td> <td><b>Rs. 95.00 per hour</b></td> </tr> <tr> <td>5. <b>SINGLE OT for Helper: (Beyond 8<sup>th</sup> hour &amp; up to 9<sup>th</sup> hour)</b></td> <td>-</td> </tr> <tr> <td>6. <b>DOUBLE OT for Helper (Beyond 9<sup>th</sup> hour):</b></td> <td>-</td> </tr> <tr> <td>7. <b>HOLIDAY OT for Helper:</b></td> <td>-</td> </tr> </table>	1. <b>Driver Skilled Category:</b>	<b>Rs. 903.31 Per day</b>	2. <b>SINGLE OT for Driver Skilled Category: (Beyond 8th hour &amp; up to 9th hour)</b>	<b>Rs. 61.75 per hour</b>	<b>DOUBLE OT for Driver Skilled Category: (Beyond 9<sup>th</sup> hour)</b>	<b>Rs. 190.00 per hour</b>	4. <b>HOLIDAY OT for Driver Skilled Category:</b>	<b>Rs. 95.00 per hour</b>	5. <b>SINGLE OT for Helper: (Beyond 8<sup>th</sup> hour &amp; up to 9<sup>th</sup> hour)</b>	-	6. <b>DOUBLE OT for Helper (Beyond 9<sup>th</sup> hour):</b>	-	7. <b>HOLIDAY OT for Helper:</b>	-
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D	<p>The applicable daily rate of wages will be for 08 hours of work for 06 working days a week which will be inclusive of rest day wages.</p> <p>An annual increase in the daily rate of wages will be made by Contractor</p>														

	from the 1 <sup>st</sup> of January every year for Driver category @ Rs. 30.00.	
E	The contractors must grant a weekly day of rest to Helpers, Drivers& Operators after engaging them for 06(six) consecutive days. Contractor shall provide relievers to run the services of hired vehicles and in all transport service contractors on account of the rest day. The responsibility to obtain gate pass/entry pass in all such cases will lie on the contractor. In case of any emergency, if it is not possible to provide the reliever helper/drivers/operators, the concerned helpers/drivers/operators working on the rest day would be eligible for <u>overtime (OT)</u> for the hours for which he/she was engaged by the contractor.	
F	Leaves and Holidays: The following Leave/Holidays shall be extended by the contractors:	
	Nature of Leave/Holiday	No. of Days in a Calendar Year
	Annual Leave	18
	Casual Leave	07
	National Holidays	03
	Festival Holidays	04
	NOTE: The costs pertaining to the annual leaves, casual leaves, national holidays, festival holidays and weekly off would be taken out from the fixed charges shown in the contract-related document if the vehicle is used on those days, and payment would be made based actuals.	
G	Bonus: The Helpers, Drivers & Operators will be entitled for Bonus at the rate of 1/12 th of daily (Basic+Dearness Allowance) subject to the (Basic+Dearness Allowance) ceiling of Rs_21,000/- under the payment of Bonus Act, 1965, and amendments made thereafter and will be distributed on monthly basis, subject to actual attendance and other provisions as per the Payment of Bonus Act, 1965 and rules thereunder.	
H	The Helpers, Drivers & Operators will be provided with uniforms, shoes, and helmets by the concerned Contractors and the expenditure towards the same will be reimbursed to them by the company on submission of requisite documents/proof of receipts subject to the following limits:	
	Uniform/Shoes/Helmets	Reimbursement Limit (Rs.)

	02 sets of uniforms per year (Rs. 2000X2)	4000.00
	02 pairs of shoes per year (Rs. 1000X2)	2000.00
	<b>Total Reimbursement per annum per person</b>	<b>6000.00</b>
	Note: In cases where the Helpers, Drivers & Operators are required to visit OIL Installations and where PPE is mandatory PPE kits (helmets, safety shoes, etc.) will be arranged by the contractor(s).In case the contractors fail to provide the same, the user department would arrange to provide the same and recover the costs involved the concerned contractor(s).	
I	Gratuity: As per relevant Act and rules thereunder.	
J	Provident Fund: As per relevant Act and rules thereunder. 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 challan to the company. On production of the challan, 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.	
K	The Contractor shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 and rules thereunder in respect of all Helpers, Drivers, & Operators who are not eligible for coverage under the Employee's State Insurance Act 1948 and rules thereunder. The amount required for obtaining the insurance would be reimbursed by Oil India Limited on production of receipts and payment would be based on the actuals. The Drivers will be insured for an amount of Rupees Three 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.	
L	In case of death of any active Helper, Driver or Operator onetime payment of Rs.15, 000/- (Rupees Fifteen Thousand only) will be paid to the next of kin as immediate relief.	
M	The contractors would submit a medical fitness certificate once every two years in respect of the Helpers, Drivers and Operators engaged by them Rs.2000/- (Rupees Two Thousand only) which will be reimbursed against each Helpers, Drivers & Operator engaged by the Contractor as cost incurred for fitness certificate (Inclusive of costs incurred for medical tests) on submission of required documents from a Government Approved Pathological Laboratory/Authorized Health Centre.	

- viii) Expenses related to parking of vehicle in Municipality area, airport, railway/bus station etc. and toll taxes, while in Company duty, will be reimbursed by company on submission of documentary evidence

- ix) Increase/Decrease in fuel price shall be reimbursed/deducted from monthly bills whenever there is an increase/ decrease in the cost of fuel (diesel) over the rates as on date of tender opening. The adjustment of increase/ decrease in rate will be applicable only when the variation of the cost of fuel exceeds 5 % plus or minus on either side. For assessing increase/decrease in rates on account of fuel price increase/decrease, the consumption rate will be taken as **10.00 KM per Litre**.
- ~~x) Halting charge: Halting charge of Rs.350/— would be payable only when a vehicle has to stay overnight at a place other than the base station. In such cases no overtime shall be payable after actual duty hours for overnight stay.~~

**Annexure –A****TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**  
**(For Supplies/ Services during GST Regime i.e., New Tender)****INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of

reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

**6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

**When Input tax credit is NOT available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
10. GST liability, if any on account of supply of free samples against any tender shall be to Bidder's account.

**(End of SECTION-II)**

**SECTION- III****SPECIAL CONDITIONS OF CONTRACT (SCC)/SCOPE OF WORK (SOW)****Description of Work/ Service:**

**The Clauses of SCC shall supplement and/or amend the corresponding clauses under GCC. Whenever there is a conflict, the provisions herein shall prevail over those in GCC.**

**AA: TECHNICAL SPECIFICATIONS:****1.0 MAKE & MODEL OF THE VEHICLE:**

**Make:** Mahindra & Mahindra Limited

**Model:** Mahindra Bolero B6 OPT, BSVI.

No changes in make & model of the vehicle offered by the bidder is/are permitted once the bid is submitted and during the tendering /bidding stage.

If the contractor desires to change the make & model of the Vehicle after issue of OIL's Letter of Award (LoA), the change of make & model is permitted only after obtaining of due prior approval from Oil India Limited (OIL) and the same shall be without any increase in mobilization period & without any reimbursement/recovery due to variation of the price of the Vehicle / contracts rates etc. However, the newly offered make & model of Vehicle must meet the tendered specifications.

Under exceptional circumstances such as discontinuation of production the offered make & model Vehicle by the Vehicle manufacturer / non-availability of the offered make & model of Vehicle to be supported & certified by the Vehicle manufacturer or Vehicle manufacturer's authorized dealer, the Contractor may be allowed to change the make & model of the Vehicle with due prior approval from Oil India Limited (OIL). The newly offered make & model of Vehicle must meet the tendered specifications. Also, the newly offered make & model of Vehicle shall not have capacities less than the originally offered make & model of Vehicle. Oil India Limited (OIL) may extend the mobilization period only if required, without any reimbursement/recovery due to variation of the price of the Vehicle / contract rates etc. Any increase in prices of the Vehicle etc. in this regard shall be borne by the contractor.

After issuance of Letter of Award (LoA), bidder shall provide regular updates or as and when requested by OIL regarding status of procurement and/or fabrication of the vehicle, processing of statutory documents etc.

**2.0 TECHNICAL SPECIFICATIONS:**

2.1 Specification of Vehicle: Each of the Vehicles offered by the bidder/contractor shall meet the manufacturer's specifications and following requirements:

- a) Month & year of manufacture: Brand new Vehicle purchased & registered after issuance of OIL's LoA.
- b) Emission: As per government notification etc. for registration of the vehicle as per Motor Vehicle Act, 1988 and Central Motor Vehicles Rules, 1989 of India and it's amendments which is to be taken care by the contractor with registering authority/dealer/manufacturer etc. entirely at their cost.
- c) Additional: Shall meet all provisions as per provisions of Motor Vehicle Act, 1988 and Central Motor Vehicles Rules, 1989 of India and it's amendments etc.

**Note:** Also, for evaluation of equivalent make and model Vehicle, aforementioned specifications shall be considered.

**2.2 Additional Fitment/Inscription:** The following shall be provided in each vehicle:

- a) Two large Rear View Mirrors.
- b) Towing provision at rear.
- c) An audible alarm is to be provided to sound when the vehicle is put in reverse gear.
- d) 02 (two) Nos. of Flood Lights at rear top of driver's cabin to illuminate the platform for night operation.
- e) Front, rear and side marker reflectors/florescent.
- f) Mounting arrangement for spare wheel.
- g) The inscription ON OIL INDIA LIMITED DUTY shall be provided suitably on the body of the vehicle in visible font.
- h) Vehicle Tracking System (VTS)
- i) All standard lightings, fittings & accessories etc. as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India.

**2.3** In case of any contradiction of specifications mentioned elsewhere in the tender with the provisions of Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India, the provisions of Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India shall prevail.

**2.4** Tools / Tackles / Spare Wheel etc.: [Note: Cost in this regard shall be loaded in the bid price and shall be borne by the contractor.]

**2.5** Registration of the Vehicle: The Vehicle(s) shall be used in public roads, public places and oil field areas. Accordingly, it will be the sole responsibility of the bidder/contractor to ensure Registration of the Vehicles through applicable registration authority / DTO (District Transport Office) as per Motor Vehicle Act 1988 and Central Motor Vehicles Rules, 1989 of India. As such, the contractors/bidders are advised to duly consider the above during procurement/operation of the Vehicles.

The Vehicles are to be registered in the name of the contractor during the tenure of the contractual period.

In case the address of the contractor in the Registration Certificate (or in "Disclaimer" or in vehicle particulars from vahan/parivahan portal of India) of the Vehicle(s) does not match with the address of the contractor submitted to Oil India Limited (as per Vendor Code of the contractor with OIL or registered with OIL), the bidder shall have to submit a declaration in the form of a Notarised Affidavit (format may be collected in the event of award of the contract, if required) declaring that the contractor is the same entity with the different addresses as mentioned by the contractor.

Any discrepancy in registration etc. shall have to be settled by the contractor. Oil India Limited (OIL) shall have no repressibility & liability in this regard even if the Vehicle(s) are accepted by Oil India Limited (OIL).

### **3.0 Inspection:**

- a) In the initial placement of Vehicle(s) for OIL's services, all the Vehicles along with Crews and documentations shall be duly inspected/tested by Oil India Limited (OIL) during office working hours before accepting any Vehicle for its operation.

- b) Such inspection/tests shall be carried out entirely at contractor's risk.
- c) Any Vehicle(s)/Crew(s)/document(s) found deficient or defective in any manner/not as per specifications of the contract will not be accepted until such deficiency is completely rectified to the satisfaction of the Company's Engineer. The vehicle(s) shall also not be accepted/placed for company's operation until such deficiency is/are completely rectified to the satisfaction of the Company's Engineer as per provision of the contract.
- d) At the time of inspection during initial placement, all documents/information as mentioned below shall be submitted for each vehicle:
  - i) Copy of Invoice or Form-21 of Vehicle.
  - ii) Copy of Registration Certificate(s) /Disclaimer(s) issued from parivahan portal /Vehicle Particular(s) issued from parivahan portal, of the Vehicles as per Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989 of India.
  - iii) Any other statutory documents Pollution, Fitness, Comprehensive Insurance etc., as applicable.
  - iv) Copy of Permit for the states Assam /WB/ Bihar as per Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989 of India as applicable.
  - v) Valid Driving License of the Driver(s) as per Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989 of India.
  - vi) Preferably UAN for PF of the driver(s)/helper(s)/PF Code of Contractor etc. as applicable.
  - vii) Preferably IP Number for ESI registration, ESI Code of Contractor or Insurance policy with Policy number as per Employee's Compensation Act, 1923, as applicable.
  - viii) Labour Clearance Advice (LCA), as applicable, at the time of initial placement of the Vehicle(s). As per prevailing practice, Labour Clearance Advice shall be issued by ER Section of Oil India Limited (OIL), PHQ on application by the contractor with contractor's details (like P.F. Code No., E.S.I Code No. etc.) as per format (shall be provided to the contractor nearer time by User Department). Contractors are requested to apply for Labour Clearance Advice at the office of User Dept. at least 10 days prior to their planned date of placement of vehicle, for ease of convenience and timely placement of vehicle. However, application & issue of Labour Clearance Advice (LCA), government guideline, if any, shall be followed as applicable at the time of application & issuance of Labour Clearance Advice (LCA).
- e) The contractor shall provide medical fitness certificate of the driver from govt. recognized medical officer/govt. registered medical practitioner at the time of placement or during any change of the regular driver.
- f) Mobilization will be considered complete when the Contractor places the Vehicle(s), complete from all aspects, along with required crew to User department of OIL with the above-mentioned documents.
- g) In addition to inspection at the time of initial placement, each Vehicle may also be inspected every six months thereafter or 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 Engineer.
- h) At the time of each inspection (during initial first placement as well as subsequent

inspections), all certificates/documents detailed above (as applicable) as well as other documents viz. Driver's license, etc. shall be submitted for inspection/verification or as instructed by the Company.

**4.0**

- i) The contractor should be personally present at the time of placement of the vehicle.
- ii) The contractor shall provide medical fitness certificate of the driver from govt. recognized medical officer/govt. registered medical practitioner at the time of placement or during any change of the regular driver.
- iii) The driver of the vehicle should possess good mental and physical health condition. If the driver does not attend duty properly or having bad credentials or is found involved in theft or any other unlawful activities including drunken driving, misbehavior with officials, the contractor shall replace the driver at the discretion of the Engineer In-charge once written advice is received without any objection.
- iv) The driver should always wear proper uniform while attending duties.
- v) Only adult persons shall be employed by the contractor.
- vi) In case of any accident etc., the Contractor shall liaise with the concerned Police Station and District Authority for the safety of his crew and the Vehicle and must inform in writing to the user department about the cause of accident etc. immediately.
- vii) The Contractor must submit the Labour Clearance Advice (LCA), as applicable, at the time of placement of the vehicle.
- viii) Contractor is responsible for deposition of PF, EPF, and ESI(As applicable) of the driver with the PF authorities and shall produce the deposit receipt for reimbursement from the company
- ix) The vehicle shall at all times be insured by the transport supplier against all risks at his cost.
- x) Vehicle must have sufficient fuel for travelling a distance of minimum 100 KM at any time throughout the period of contract.

**5.0 Mobilization Completion:**

- i) The vehicle mobilization shall be complete only when the contractor submits all required documents and fittings mentioned above as "Shall" requirements.
- ii) However, in case if the contractor unable to submit or provide the documents and fittings as mentioned earlier, Contractor shall intimate Engineer In-Charge in writing giving proper justified reasons with timeline to provide the same. Engineer In-charge may allow the vehicle in such situations considering operational exigencies with or without mobilization delay charges, however the mobilization shall be completed only after the contractor provided all documents and fittings as per contractual requirement. If Engineer In-charge finds that the contractor delays providing the documents and fittings mentioned in the contract beyond the commitment timeline

without any proper reason submitted in written, a 5% deduction from the contractor's each monthly bill shall be made till all documents and fitting as per contractual requirement are provided.

6.0 Contracts against this tender will be awarded on the basis of "One-Applicant-One-Vehicle". The award of contract will be decided on the basis of Draw of Lots (lottery) as detailed in the NIT.

7.0 Some vehicle(s) against few Contracts as per requirement of the Company (OIL) may be required to be provided with an additional driver, in addition to the regular driver which will be intimated to the Contractor by OIL in writing. The additional driver may be deployed as and when necessary, as per Company's requirement only and the same shall be binding on part of the contractor. The contractor must ensure payment of wages (including PF, ESI, etc.) and provision of uniform, shoes, etc. to the additional driver in line with that of the regular driver. Also, for such vehicles, the daily duty pattern will be total 2 shifts having 8 hours normal duty and maximum 4 hours overtime per shift per driver, unless otherwise stated. Duty time of the additional driver will commence after completion of duty time of the regular driver, which will be decided by the Company's Engineer/Officer and may be altered as per the operational requirements by the Company. Also, payment of additional driver(s) will be on daily charge basis and shall be paid on actual deployment.

8.0 The successful applicant(contractor) shall have to book (order) the vehicle with the dealer of the vehicle manufacturer or with the vehicle manufacturer within 30 days after the date of issue of Letter of Award (LoA) issued by Oil India Limited (OIL) / within 30 days after the start date of scheduled date of procurement of the vehicle (in case the start date of scheduled date of procurement of the vehicle is mentioned in the Letter of Award issued by Oil India Limited). This booking period of 30 days is included in the total stipulated mobilization period. Documentary evidence on booking (order) of the vehicle shall be submitted by the contractor to OIL, if the same is required/asked by OIL.

The responsibility for any delay in placement of the vehicle into OIL's service beyond the stipulated due date of placement of the vehicle and/or any other consequence etc. on account of not booking (ordering) the vehicle by the contractor within the stipulated time period as mentioned above shall be solely on the Contractor which is to be entirely borne by the contractor.

Oil India Limited (OIL) shall have no issues in case the vehicle is placed into OIL's services within the stipulated due date of placement of the vehicle even if the contractor books (orders) the vehicle after the stipulated time period as mentioned above.

9.0 The Company (OIL) reserves the right to extend the contract beyond four years at its own discretion, if required, with a condition to terminate the contract at any time during the extended period.

10.0 Timely maintenance & repairing/replacement of spares & fittings, accessories etc. of the vehicle are the responsibility of Contractor at his/her/their cost. Payment of instalment of vehicle finance (if any), maintenance of the vehicle shall be the responsibility of the contractor at his/her cost. Contractor at all the time, shall maintain the vehicle in perfect roadworthy conditions, which is an essential obligation of the contractor. All sorts of fuel,

oil, lubricants, consumables etc. for running of the vehicle shall be supplied/arranged by the contractor at his/her cost.

11.0 The vehicle including any equivalent make & model vehicle shall primarily meet the below mentioned broad technical specifications amongst others as per vehicle manufacturer's standard:

Make & model of Vehicle: Mahindra Bolero.

- (a) Engine Fuel: Diesel
- (b) Emission Norms: As applicable for registration of the vehicle.
- (c) Seating Capacity: Seven (7)
- (d) Wheelbase: Equivalent to Mahindra Bolero ,BSVI
- (e) Length: Equivalent to Mahindra Bolero ,BSVI
- (f) Color: White or Silver
- (g) Steering: Power
- (h) All other standard features Airbags, ABS, EBD, Seat Belts, Lights, Horn, Brake,
- i) Suspension and comfort features etc. as per vehicle manufacturer's standard.
- (i) Air Conditioner: Yes
- (j) Number of doors: Four
- (k) Registration of the vehicle as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India for commercial use: Required.
- (l) All items, features etc. as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India.

11.1 In case of supply of equivalent make & model of vehicle, the contractor must get the approved make/model for the equivalent make & model vehicle from Oil India Limited (OIL) with necessary documents prior to procurement of the vehicle. OIL reserves the right to reject any un-approved equivalent make & model of vehicle. There will be no relaxation in mobilization period as well as the aforementioned technical specifications in case of any equivalent make/model of vehicle.

11.2 Prior to procurement of the vehicle, the contractor shall ensure that the vehicle can be registered for commercial use as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India. Any change in government regulations in this regard in future shall be applicable.

11.3 In case of any contradiction of specifications mentioned elsewhere in the tender document / contract with the vehicle manufacturer's specifications due to facelift/upgradation etc., the acceptance of the vehicle make & model shall be at sole discretion of Oil India Limited even if the make/model of the vehicle is mentioned in the NIT/tender. Oil India Limited reserves the right to change the make and model prior to issuance of LoA with adjustment of rates suitably as per OIL's policy.

**BB: TERMS & CONDITIONS AND OTHER COMPLIANCES:**

1. The Vehicles supplied under this agreement shall be used for transportation of Equipment, Manpower and all other company materials from one place to another within OIL's areas of activities in the **state of West Bengal and Bihar**.
2. The operating crew to be engaged by the contractor for 08(eight) hours duty in each Vehicle shall comprise of **01 (ONE) No(s). of Driver(s)** having LMV Driving License as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India for each Vehicle.

The Vehicles under this agreement shall be for 24 hours with services of operating crew for 8 hours duty everyday throughout the month. However, for services of operating crew beyond 08 hours in a day shall incur applicable overtime (OT) which shall be paid by Oil India Limited to the contractor to pay to the respective Driver(s) and Helper(s).

The contractor shall engage as many numbers of Driver(s) and the Helper(s) as may be necessary to maintain uninterrupted supply of service of the vehicle along with operating crews for 08 hours daily or if necessary, beyond the said period for seven days a week. However, payment by the company shall be limited to **01 (ONE) number of Driver** against each Vehicle.

3. The duty timing for deployment of the operating crew on 08(eight) hours basis shall 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 the company.
4. Contractor shall provide a suitable replacement of the same vehicle model in case of non-availability of the regular vehicle due to breakdown or for any other reason. Failure to comply will attract penalty.
5. The Contractor shall be responsible for insuring the driver for an amount of Rs 3 (Three) lakhs under Group Personal Accident Policy (GPAP) and shall be renewed every year. The documents shall be produced to the Engineer In-charge at the time of placement of the vehicle.
6. The Contractor shall pay for Parking tickets, Toll Taxes etc. which shall be reimbursed on subsequent monthly bills on submission of actuals/ receipts/transaction statements.
7. The contractor shall arrange for a reliever driver in case of absence for the regular driver. In such cases, the contractor shall not be paid separately.
8. The cost pertaining to the annual leaves, casual leaves, national holidays, festival holidays and weekly off of 84 days in a contractual year would be taken out from the fixed charges shown in MoS & in the contract related document. If the vehicle is used on those days, payment would be made based on actuals.
9. For proper & efficient functioning of the Vehicle services as well as for supervising the jobs and for necessary liaisoning with company's engineer, contractor may engage skilled supervisory staff/representative and furnish along with related Power of Attorney/Affidavit the name and specimen signature of such staff who will be in charge of obligations, including preparing bills, receive cheques, etc. The name of such person shall be notified in writing to the Company. Contractor's representative/supervisor / operating crew shall report every day to User Department to receive instructions for duties of the Vehicle(s) allotted for day-to-day operations. Contractor/his supervisor/representative/ operating crew shall freely consult with company's engineer and other officers/staff regarding ways and means to improve the quality of services to company's satisfaction and to maintain a high standard of service.
10. Only adult physically & mentally fit personnel shall be employed as crew

members/supervisor/representative by the contractor. In no case, minor workers shall be allowed to work as crew member/staff. Decision of company's engineer /representative as to the competency & suitability of any such member engaged by the contractor shall be final and binding on the contractor.

11. It will be solely the contractor's responsibility to fulfil all legal & statutory obligations/formalities of Central and State governments as well as other statutory bodies, as applicable, for operating the Vehicles in State of Assam, West Bengal and Bihar. The contractor shall ensure that each Vehicle shall possess valid Registration, Pollution, Fitness, Permits, Comprehensive Insurance etc. throughout the contractual period. It shall be the contractor's responsibility to procure & renew such certificates as well as the necessary passes, permits, etc. required for his/her crew and Vehicle(s)/vehicle(s) to enter and work in State of West Bengal and Bihar as and when necessary at his/her/their cost.
12. Contractor shall not refuse to base & deploy the Vehicle(s) at any station in West Bengal & Bihar as specified by the company from time to time in connection with company's activities.  
  
From time to time, the Vehicle(s) may be required to make frequent trips to different OIL's areas of activities in West Bengal & Bihar and may also be required to halt overnight at any station other than the base station. In such an event, the contractor shall have to bear the expenditures /arrangements of their own as necessary for their crews etc. In case of overnight halt at any station, no extra charges except the charges as mentioned elsewhere in the contract shall be payable to the contractor. The contractor shall have to arrange his/her own accommodation etc. for his/her employees / crew members at their cost.
13. The Vehicle(s) may be allowed to be parked inside premises of the Company subject to availability of space at the end of duty every day, but the same shall be absolutely at the risk of the Contractor. The Vehicle(s) if parked inside the premises of the Company shall not cause any traffic problem/disturbances/inconvenience to other users. In case of The Vehicle(s) if parked inside the premises of the Company causes any problem/disturbances/inconvenience to other users, it will not be allowed to park inside premises of the Company.
14. In case the Contractor fails to place any Vehicle(s) for duties in time on any particular day without prior permission from company, then the delayed reporting/duty timings will not normally be accepted. On such occasions the unit shall be treated as shutdown and the same shall attract pro-rata deduction of Fixed Charge and also imposition of Penalty at rates mentioned elsewhere in this contract agreement.
15. If any Vehicle is found to be deployed for any other duties not allotted by the Company during the period when released for parking at Contractor's yard and/or during the period when allowed for routine servicing/maintenance and/or during any other period, then also the Vehicle shall be treated as shutdown and the same shall attract pro-rata deduction of Fixed Charge and also imposition of Penalty at rates mentioned elsewhere in this contract agreement.
16. Journey authorized by company's engineer shall be taken as 'Authorized' journey and company shall make payment for such 'Authorised' journeys only.
17. The contractor shall be held responsible for any damage/loss that may be caused to the company's materials during loading/ unloading/ transportation and will have to make good the losses that might be incurred by the company and company shall recover the cost of such materials as decided by the company from the bills of the contractor. This

will be without any prejudice to any other recourse the company may have or exercise against the contractor.

18. Company shall not be responsible under any circumstances for any claim/compensation that arises due to damages /injury to the contractor's Vehicle(s), vehicle, property, operating crew, staff, etc. while on duty.
19. 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
20. It shall be entirely the responsibility of the contractor /his supervisor/representative to ensure strict adherence to all safety & security measures during loading/unloading and transportation as well as safety of the crew members engaged by him/her. Contractor and his/her crew shall abide by and comply with all the rules, regulations and guidelines of safety & security measures while on duty as per the Mines Act, any other act or statutory orders or directives issued by competent authority/company's representative/ Safety & Environment Department of OIL from time to time.
21. An undertaking of safety measures to be adopted has to be given by the contractor before the commencement of the service under this contract agreement. The format for such declaration is available in OIL's Contracts Department.  
  
Whenever there is a conflict between the above-mentioned undertaking of safety measures and the provisions of Motor Vehicle Act 1988/Central Motor Vehicles Rules, 1989 of India, the provisions of Motor Vehicle Act 1988/Central Motor Vehicles Rules, 1989 of India shall prevail.
22. Each member of the operating crew while on duty must be in physically and mentally fit condition and shall not be under influence of intoxication of any type. The crew shall refrain from smoking or carry any inflammable substance at any Company's installations. Any violation of this clause shall make the contractor liable to pay to the Company the damages as per clause/clauses defined elsewhere in this Contract Agreement. The crew shall also comply with all the requirements as provided in the Motor Vehicle Act and the Rules framed there-under.
23. The Contractor shall provide necessary safety kits (Safety Boots, Safety Helmet, Hand Gloves etc.) & liveries to his/her crew members. The contractor shall ensure that all the crew members of each Vehicle supplied under this agreement regularly use Personal Protective Equipment (PPE) like Safety Boots, Safety Helmet, Hand Gloves etc. as per requirement of Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the crew members is found without PPE, the respective Vehicle shall not be used by the Company and such period of non-use shall be treated as shutdown and the same shall attract pro-rata deduction of Fixed Charge and also imposition of Penalty at rates mentioned elsewhere in this contract agreement. In case the Contractor has any problem in supplying Safety Boots, Safety Helmet etc. to his/her crew members, he/she may request the Company to supply the same on chargeable basis. Company may supply the Personal Protective Equipment (PPE) like Safety Boots, Safety Helmet, Hand Gloves subject to availability and cost of the same shall be charged from the Contractor.
24. The contractor shall ensure that his/her crew members follow the instruction of Company's Engineers / Junior Engineers present at site and do not violate any safety norms. The crew shall not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer for safe operation.
25. Each Vehicle shall have provision of audio alarm while the Vehicle is put in reverse gear. Reflecting Tapes for easy identification from a distance to be provided at the rear side,

both sides & front side on the body of the vehicle.

26. Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952, Motor Vehicle Act of India and the Motor Vehicle Rules of India framed there-under.
27. Contractor shall not refuse to operate his/her/their Vehicle(s) in slushy, muddy, and underfoot plinth conditions prevailing in oilfield areas, if company engineer certifies the condition of plinth.
28. Driver of each Vehicle shall possess valid applicable Driving Licence as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India. In no circumstances, Driver shall be allowed to operate the Vehicle(s) without having a valid driving license. In such a default, the unit shall be treated as shutdown and the same shall attract pro-rata deduction of Fixed Charge and also imposition of Penalty at rates mentioned elsewhere in this contract agreement.
29. The Vehicle(s) shall be free from all financial/legal complications & encumbrances, and should there be any interruption in company's jobs due to such complications, on demand, contractor shall compensate the loss to the company as decided by the company.
30. During the currency of the contract agreement, the contractor shall neither withdraw any Vehicle(s) from service for any reason nor operate any of the Vehicle(s) for private purpose. Contractor shall also not refuse to carry out any job authorised by the company. In case of any such default, the Vehicle(s) shall be treated as shutdown and same shall attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified elsewhere in this contract agreement.
31. Contractor shall have to provide manpower (crews), fuel, lubricants, oil & any other items/consumables etc. at their cost required for providing uninterrupted services by the Vehicle(s). Timely maintenance & repairing/replacement of spares & fittings, accessories etc. of the vehicles (Vehicles) is the responsibility of Contractor at his/her/their cost. Oil India Limited (OIL) shall have no responsibility or liability in this regard.
32. For day-to-day operations, the Vehicle(s) shall have to move from one place to another. Contractor shall ensure that the time taken by the unit/s for such movement does not exceed the normal travelling time. The "Normal Travelling Time" shall be judged by the Company's engineer based on the road/wellsite condition, traffic etc.  

All the Vehicle(s) may not be allocated for duties to same destination on a particular day. The Vehicle(s) may be allocated to different destination/from different start point/through different route on a particular day as per company's requirements.
33. Contractor shall maintain the Vehicle(s) in perfect working condition for the rated capacity & designed efficiency, which is an essential obligation of the contractor.
34. The contractor shall faithfully discharge his obligations under all applicable laws in respect of this contract as well as the motor vehicles act/rules etc. and keep the vehicle and the employee therein fully covered of all risks and accidents.
35. Any damages to the vehicle due to public nuisance while on Company's duty in case of bandh/blockade shall be informed to the User Department immediately and any claim in this regard preferably be submitted within 02 (two) months from the date of incident. Related claims may not be entertained for settlement for whatever the reasons thereof. Company's Engineer or any other person authorized on his/her behalf by the Company, shall have the right to decide upon any such claim on the facts and circumstances, which

shall be binding upon the Contractor.

36. In case of any situation not provided under this Agreement, the Company's Engineer/Officer or any other person authorized on his / her behalf by the Company, shall have the right to decide upon any further claim on the facts and circumstances, which shall be binding upon the Contractor.
37. Before engaging any new crew member, contractor will have to obtain prior permission from Users Department. In such case the contractor will have to produce such crew members before the representative of User Dept. along with required documents.
38. Any reimbursement/recovery due to price of the Vehicle(s), Motor Vehicle Taxes, Insurance Costs, Permit Fees, Fitness Fees, Pollution Under Control Certificate (PUCC) Fee etc. shall not be applicable against this tender/contract at any stage. It shall be borne entirely by the contractor.
39. In case of any road accident etc., the Contractor shall have to liaise with the concerned Police Station/District Authority etc. Oil India Limited (OIL) shall have no liability/responsibility in these regards.
40. The Driver(s) and Helper(s) engaged by the contractor should be of good character, discipline and in good health. If the Driver(s)/Helper(s) indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, while on company's duty, it will be the responsibility of the contractor to deal with such matter.
41. In company's opinion, if Driver(s)/Helper(s) is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, the respective Driver(s)/Helper(s) may not be issued any entry pass. In that event the contractor has to replace the respective Driver(s)/Helper(s) on getting advice from the Company.
42. Entry passes for OIL's protected areas will be issued by the company against written request from the contractor with full details, photograph etc. as stated below:
  - a) Entry pass for 01 (one) No. of Driver against each vehicle.
  - b) Entry pass for 02 (two) Nos. of Helpers against each vehicle.
  - c) Entry pass for 01 (one) No. of supervisor/representative against the entire contract.Timely renewal of the entry passes will be the responsibility of the contractor.
43. The health check-up of Contractor's personnel is to be done by the Contractor in government recognized medical officer/ government registered medical practitioner. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above.
44. **LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/ MOBILISATION OF EQUIPMENTS/ VEHICLES:** Liquidated Damages will be applicable @ 0.5% of the contract fixed charge value of each vehicle per week or part thereof, for delay in placement of each vehicle/equipment for Company's services/ Contract mobilization subject to a maximum ceiling of 7.5% of estimated total contract value of each vehicle/equipment including mobilization cost, if any.
45. Vehicle shall be equipped with portable fire extinguisher, First Aid box with updated list of medicines, Seat cover, Floor mats. The vehicle shall be fitted with all applicable standard fittings/accessories like audio reverse gear alarm, fog lights, foot-step, applicable reflector tapes etc. A suitable fire extinguisher will have to be installed in the

vehicle failing which a penalty of Rs. 500 per day will be imposed first aid box with valid/up to date items should be available at the vehicle at all times.

46. Services of the vehicle shall be for 7 (seven) days in a week.
47. All reimbursement including Insurance, PF & ESI will be as per MOS. Contactor is responsible for deposition of Insurance, PF, ESI of the driver with the PF authorities and shall produce the deposit receipt for reimbursement from the company.
48. The vehicle driver shall suitably be covered under life insurance and medical insurance as per company's policy. The documents shall be produced to the Engineer In-Charge.
49. The driver should have valid commercial driving license all throughout the period of contract. The contractor shall be fully responsible for maintaining the validity of the drivers driving license. Driver should be fit and healthy and to be available at users end on call.
50. All maintenance expenses shall be borne by the contractor.
51. The vehicle should have fog light, fire extinguisher, first aid box, upholstery/ seat covers, floor mats.
52. Replacement driver to be provided by the bidder during regular driver taking leave or requirement on holidays / weekly off day.
53. The vehicle has to be maintained in good running condition during the period of contract. All lubricants, spare parts and maintenance which may be necessary shall be provided by the contractor.
54. Contractor shall provide uniform which includes 2 Nos of Sky blue colour shirts, 2 Nos Navy Blue pants & one pair of shoes to the driver per year for 4(Four) years. The amount will be reimbursed on actual basis on submission of the original receipt/Bills.

**CC: PAYMENT TERMS:**

- 1.1 **(a)** On receipt of the Monthly statement-cum-kilometrage bill, the Company's Engineer shall verify the same with Daily Log Book/Duty slip and forward the same after making adjustment as may be necessary to the Finance Department of the Company for Payment. The Bill must be accompanied with the following:
  - i) Monthly kilometrage Statement-cum-bill
  - ii) Daily Log Sheets/ Duty slip in original for the month.
  - iii) Wage Slip of the driver(s)/ operator(s) and helper(s)/ attendant(s) engaged for operation of Vehicles in the previous month.
  - iv) Proof of cashless transaction /payment made to the driver(s)/ operator(s) and helper(s)/attendant(s) in support of submitted wage.
  - v) Monthly attendance sheet of the driver(s)/operator(s) and the elper(s)/attendant(s) engaged by the contractor.
  - vi) GSTN Invoice (if applicable)
  - vii) PF & ESI related documents as applicable.
  - viii) Any other document in this regard, if required from time to time.
- 1.2 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.

- 1.3 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.
- 1.4 (a) The payment declared to the driver(s) /operator(s) and the helper(s)/attendant(s) should not be less than that of the rate(s) mentioned in applicable MoS dated 22.07.2022.
- (b) The above declaration on payment of wages should be for the previous month only e.g. the declaration to be submitted along with the bill of May 2024 should be for the payment of wages for the month of April 2024.

**2.0**

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

- i) Contractor shall pay wages as per the applicable MoS dated 22.07.2022, as the case may be to the driver(s) /operator(s) and the helper(s)/ attendant(s) engaged by him latest by 10th of every month.
- ii) Contractor shall disburse the monthly Salary/ Wages through electronic mode (cashless transaction) directly to the individual bank account of the driver(s)/operator(s) and the helper(s)/attendant(s) following Digital India Mission of the Government of India.
- iii) Contractor shall issue Wage Slip to the engaged driver(s)/operator(s) and the helper(s)/attendant(s) every month indicating wages paid and applicable deductions done such as PF, ESI, Advances etc.
- iv) The Contractor is advised to submit the monthly statement of kilometers/bills in time to avoid accumulation of bills and delay in payments.
- v) If required by Oil India Limited (OIL), all documentations related to monthly bill/ payment shall be uploaded by the contractor in OIL's Vendor Invoice Management (VIM) portal for processing the payments.

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

Contractor shall maintain Wage Register indicating the wage disbursed by the contractor.

**3.0** The wages etc. due to the crew as per provisions of applicable MoS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor.

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

- i) Accept as final and daily logbook/duty slip which must be signed on a daily basis by the Company's Authorized Personnel. Any deletions and/or over writings on the Daily Logbook/duty slip must be avoided as far as practicable and if such deletions and over writings are incidence, the same must be countersigned by the Company's Authorized Personnel, otherwise the Monthly kilometrage Statement-cum-bill shall not be accepted. Daily Logbook/duty slip as per applicable proforma must be made out in duplicate of which second copy be retained by the Contractor for preparing the monthly kilometrage statement-cum-bill only at the end of each month.
- ii) Prepare monthly kilometrage statement-cum-bill and submit the same to the

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

- iii) The monthly kilometrage statement-cum-bill must include a factual records based on daily log sheet for services rendered as per instructions of the Company's Authorized Personnel, i.e. for Company duty only and should exclude for payment the following:
  - a. Such kilometrage and time as may be involved on standby where kilometrage done for refueling is in excess of 5 (Five) kms. Or time taken is more than 30 (Thirty) minutes.
  - b. 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).
  - c. 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.
  - d. Such kilometrage involved on their own account, such as garaging, servicing etc.
- iv) Accept such adjustments on the monthly kilometrage statement-cum-bill as the Company's Authorized Personnel may make on account of all or any of the following:
  - a) Deductions for defaults / shutdowns not shown correctly;
  - b) Deductions for liquidated damages & penalty for shutdowns;
  - c) Deductions for penalties in case of breach of contract;
  - d) Adjustment of kilometrage and corrections as per Clause 5.11 of Section- I (GCC);
  - e) Such other adjustments as the Company's Authorized Personnel shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

**DD:** The contractor shall have to comply the terms of settlements of Memorandum of Settlement (MoS) dated 22nd July 2022, arrived in course of conciliation proceedings under Section 18(3) of The Industrial Disputes Act, 1947 (read with Section 2(P) & 12(3) of the ID Act, 1947) between OTOA (Oil Transport Owners' Association) and MWU (Motor Workers Union) before the Regional Labour Commissioner (Central), Dibrugarh and the Conciliation Officer under The Industrial Disputes Act, 1947 with Oil India Limited as witness in respect of the Helpers, Drivers & Operators engaged in transport services contracts running in Field Head Quarters, Duliajan. The detailed Memorandum of Settlement (MoS) dated 22nd July 2022 is available at the office of Contracts Department. In case any of the clauses of the tender document/contract agreement not explicitly mentioned in the tender document/contract agreement contradicts with the Terms of Settlement of this Memorandum of Settlement (MoS) dated 22nd July 2022, the Terms of Settlement of this Memorandum of Settlement (MoS) dated 22nd July 2022 shall prevail.

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

- 1.0 The daily rate of wages shall be as per the minimum wages by the Central Government Authorities, Ministry of Labour & Employment for the Scheduled Employment of

Construction or Maintenance of roads or runways or in building operations with effect from 01.01.2021 and will be revised as and when notified and published by the Government of India. Further, in the event of any amendment/change in law, etc., the same shall be implemented as per Central Government Notifications.

2.0 The category of contract labours (motor workers) will be as under:

- a) Unskilled: Helpers (Bus, Ambulance and all LMV).
- b) Semi-Skilled: Helpers (Crane, Tractor, Trailers, Vehicles, Bowsers & Tankers).
- c) Skilled: LMV/HMV Drivers (Small vehicles, Bus, Bowsers, Vehicles).
- d) Highly Skilled: Operators (Crane, Tractors, Trailers and other similar equipment.)

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

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

4.0 Mode of Payment & Payment Procedure:

- a. The contractors would disburse the wages to the contract labours by the 10th day of the subsequent month.
- b. Mode of payment: The Helper, Drivers and Operators must have valid bank account. The contractors will have to disburse the wages by direct remittance to that valid bank account only via e-banking (i.e., NEFT/RTGS or by other electronic modes) by the 10th day of the subsequent month. The contractor shall attach a copy such remittance with monthly bill / invoice.

5.0 Verification and Processing of Monthly Bills submitted by the Contractors: The contractor shall submit the following documents along with monthly bills / invoices to the User departments for verification and processing bills:

- a) The contractors have to submit sealed and signed Monthly Attendance Sheet.
- b) The contractors have to submit a copy of the Wages Slips issued in Form XIX.
- c) The contractors have to submit copies of Register of Wages in prescribed format duly certified with seal and sign by authorized representatives of the contractors (employers) and the User Department of Oil India Limited (principal employers) with the following comment certifying the disbursement of wages: "Verified and confirmed that the disbursement of Payment of Wages to the aforesaid Helpers, Drivers & Operators on 12th of every month through e-payment mode based on the Bank transactions/records/statement submitted by Contractor".
- d) The contractors have to submit copies of Electronic Challans cum Returns (ECRs) as proof of deposit of Provident Fund (PF) contributions and Employees' State Insurance (ESI) contributions.

- e) The contractors have to submit proof of deposit of the wages to the contract labours in the respective bank accounts via e-banking mode (i.e., NEFT/RTGS or by other electronic modes) along with bank / remittance slips of the previous month along with the details of Helpers, Drivers & Operators engaged.
- 6.0 Before releasing a month's SES/bill, the user departments of Oil India Limited would ensure that the Contractors submit the previous month's wage slips, Register of Wages, PF & ESI Electronic Challans cum Returns (for those contract labours whose PF & ESI contributions are paid under the establishment codes of the respective contractors directly), log sheet and proof of cashless payment.
- 7.0 The applicable daily rate of wages will be for 08(eight) hours of work for 06 (six) days per week which will be inclusive of rest day wages. It is further clarified here for future reference that the minimum wage rates notified for the Scheduled Employment are inclusive of rest day wages.
- 8.0 For all services beyond 08(eight) hours of work, the Helpers, Drivers & Operators will be paid overtime (OT).
- 9.0 The contractors must grant a weekly day of rest to Helpers, Drivers & Operators after engaging them for 06(six) consecutive days. Contractor shall provide relievers to run the services of hired vehicles and in all transport service contracts on account of the rest day. The responsibility to obtain gate pass / entry pass in all such cases will lie on the contractor. In case of any emergency, if it is not possible to provide reliver helpers / drivers / operators, the concerned helpers/drivers/operators working on the rest day would be eligible for overtime (OT) for hours for which he/she was engaged by the contractor.
- 10.0 Halting Charge: Halting Charge of Rs. 350/- would be payable only when a vehicle has to stay overnight at a place other than the base station of the vehicle. In such case no overtime shall be payable after actual duty hours [i.e normal duty of 08 hours and applicable overtime hours (if any)] for overnight stay hours.
- 11.0 Bonus: The Helpers, Drivers & Operators will be entitled for Bonus at the rate of 1/12th of daily (Basic+ Dearness Allowance) subject to the (Basic+ Dearness Allowance) ceiling of Rs.21,000/- under the Payment of Bonus Act, 1965 and amendments made thereafter and will be disbursed on monthly basis, subject to actual attendance and other provisions as per the Payment of Bonus Act, 1965 and rules thereunder.
- 12.0 Gratuity: As per relevant Act and rules thereunder.
- 13.0 Provident Fund: As per relevant Act and rules thereunder.
- 14.0 The Contractor shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 and rules thereunder in respect of all Helpers, Drivers, Operators who are not eligible for coverage under the Employee's State Insurance Act, 1948 and rules thereunder. The amount required for obtaining the insurance would be reimbursed by Oil India Limited on production of receipts and payment would be based on the actuals.
- 15.0 Leaves and Holidays: The following Leave/Holidays shall be extended by the contractors:

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

**Note: The cost pertaining to the annual leaves, casual leaves, national holidays, festival holidays and weekly off of 84 days in a contractual year would be taken out from the fixed charges shown above & in the contract related document. If the vehicle is used on those days, payment would be made based on actuals.**

16.0 In case of death of any active Helper, Driver or Operator, a onetime payment of Rs.15,000/- (Rupees Fifteen Thousand Only) will be paid to the next of kin as immediate relief.

17.0 The contractors would submit a medical fitness certificate once every two years in respect of the Helpers, Drivers and Operators engaged by them. Rs.2000/- (Rupees Two Thousand only) will be reimbursed against each Helpers, Drivers & Operator engaged by the Contractor as cost incurred for fitness certificate (inclusive of costs incurred for medical tests) on submission of required documents from a Government Approved Pathological Laboratory/Authorized Health Centre.

18.0 The Helpers, Drivers & Operators will be provided uniform, shoes and helmets by the concerned Contractors and the expenditure towards the same will be reimbursed to them by the company on submission of requisite documents/proof of receipts subject to the following limits:

(i) 02 Sets of Uniform per year (2000x2): Rs. 4000.00

(ii) 02 pair of shoe per year (1000X2): Rs. 2000.00 Total reimbursement per annum per person: Rs. 6000.00

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

19.0 It has been agreed by and between the parties that the Helpers, Drivers & Operators will NOT be engaged by the concerned contractors on the following grounds:

- a. Beyond 60 years of age i.e., the Contractors would not engage anyone who has crossed the age of 60 years.
- b. Person is found medically unfit.

- c. For any riotous behaviour, misconduct or indiscipline.
  - d. Adverse/criminal records: The Contractors shall obtain Police Verification Report against the contract labours engaged by them, as and when required.
  - e. Unauthorized absenteeism consecutively for a period of more than 15 (fifteen) days.
- 20.0 In case of any grievance and/or complaint, the Helpers, Drivers & Operators should first approach the respective contractor in writing with a copy of the communication sent to the respective user department.
- 21.0 For engaging helpers, drivers and operators, the contractors/owners will have the right to choose the helpers, drivers and operators. However, contractors/owners will give effort to give preference to earlier helpers, drivers and operators.
- 22.0 For better clarity in executing the transport service contracts, the monthly wages would be mentioned in the line items for the fixed charges shown in the contract related documents.
- 23.0 The terms of Settlement shall be effective for a period of 10(ten) years w.e.f. 01.01.2021 to 31.12.2030.
- 24.0 It is agreed that during the validity period of the settlement, no further demand on any new settlement/agreement or any modification would be entertained from any of the parties involved including the Motor Workers' Union (MWU) or any individual contract labour or a group of labours or any other union representing the Helpers, Drivers & Operators engaged in transport service contracts running in Field Head Quarters, Duliajan, except on statutory matters.
- 25.0 The Memorandum of Settlement (MoS) supersedes all previous minute, settlements and agreements with regards to wages and benefits of the motor workers. Hence, any reference to all previous minutes, settlements and agreements would not be entertained from anyone.
- 26.0 The Terms of Settlement have been arrived after prolonged discussions amongst all the signatories of the settlement. Hence, during the validity period of this settlement w.e.f. 01.01.2021 to 31.12.2030, no fresh demand would be raised or entertained and there shall be no further discussion on any other point or term other than those already mentioned in the Terms of Settlement.
- 27.0 Parties to the settlement agree to not take reference of this settlement for any future Memorandum of Settlement.

**EE: GOODS AND SERVICES TAX:**

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

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

- 2.0 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST")

or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

- 3.0 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e., IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 4.0 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 5.0 Where the OIL is entitled to avail the input tax credit of GST:
  - (a) OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
  - (b) The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 6.0 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including GST.
- 7.0 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 8.0 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 9.0 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 10.0 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

- 11.0 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 12.0 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 13.0 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 14.0 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.
- 15.0 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 16.0 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 17.0 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 18.0 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 19.0 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 20.0 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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.

- 21.0 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.
- 22.0 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.
- 23.0 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.
- 24.0 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e., the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 25.0 Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;

**Note:** OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

Arunachal Pradesh :12AAACO2352C1Z8

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services [SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;

- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:
  - i) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

- 26.0 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.
- 27.0 In case the GST rating of Contractor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

\*\*\*\*\*End of SCC\*\*\*\*\*

**SECTION-IV**

**To,  
GM-CONTRACTS  
OIL INDIA LIMITED  
GUWAHATI-781171**

**SUB: SAFETY MEASURES**

**Description of work/service:** \_\_\_\_\_

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 HSE (Health, Safety & Environmental) points:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
3. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
4. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
5. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
6. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
7. unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
8. For the vehicles deployed in Mines areas, the Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. (Applicable for the vehicles/equipment deployed in Mines area only).
9. For the vehicles deployed in Mines areas, the return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly. (Applicable for vehicles/equipment deployed in Mines areas only).
10. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
11. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from

the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

12. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
13. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
14. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL). (Applicable for vehicles/equipment deployed in mines areas only). For other cases, the Contractor shall follow the Safe Operating Procedure (SOP) of the Company, for the work to be carried out.
15. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
16. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work. (Applicable for vehicles/equipment deployed in Mines areas only)
17. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
18. The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Toolbox

meeting. (Applicable for vehicles/equipment deployed in Mines areas only).

19. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer in Charge. (Applicable for the vehicles/equipment deployed in mines area only).
20. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
21. OIL will communicate all information to the Contractor or his authorized representative only.
22. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
23. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
24. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
25. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed. (Applicable for vehicles/equipment deployed in mines areas only).
26. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
27. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site. (Applicable for vehicles/equipment deployed in mines areas only).
28. Barricading of area to be done with reflecting tapes as applicable during work. (Applicable for vehicles/equipment deployed in mines area only).
29. Sufficient Nos. of traffic cones, barricading equipment, wheel chokes, torchlight, etc. shall be available with the vehicles for use during off-site breakdown of vehicles.
30. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours. Contractor shall provide (keep along with vehicle) extra wheels, proper tools and tackles, first aid box, fire extinguishers and any other item as required by law.
31. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

- 32.Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas
- 33.When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 34.The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
- 35.In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
- 36.Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
- 37.Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
- 38.Contractors shall ensure that the employed person(s) shall have valid driving license and sound mental condition to carry out the job entrusted for. The driver(s)/crew attached to the vehicle should be well mannered and in a clean clothing.
- 39.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.
- 40.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 while carrying out the job in OIL installations.unless they have been classified as ‘intrinsically safe’ for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

(Seal)

Yours Faithfully,

Date \_\_\_\_\_

M/s. \_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR

**SECTION-V**

**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 ..... 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 suspicions 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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs

**Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

**Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
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 For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.

Date.

\*\*\*\*\*

**BID FORM**

**To**  
**M/s Oil India Limited,**

**Sub:**

*Gentlemen,*

Having examined the General and Special Terms & 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 work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date of Bid opening 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 \_\_\_\_\_ 2025.

**Authorized Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**PROFORMA-II**

**STATEMENT OF NON-COMPLIANCE (IF ANY)**

**(Only exceptions/deviations to be rendered)**

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**PROFORMA FOR LETTER OF AUTHORITY**

**TO  
GM-CONTRACTS  
Contracts Department,  
Oil India Limited, PHQ,  
GUWAHATI-781171,  
Assam, India.**

Dear Sir,

**SUB: LETTER OF AUTHORITY**

We, \_\_\_\_\_ of \_\_\_\_\_  
confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorized to represent us to Bid, negotiate and  
conclude the agreement on our behalf with you against IFB for \_\_\_\_\_ for any  
commercial / legal purpose etc.

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**PROFORMA-IV**

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR  
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

---

Signature of Bidder with Official Seal

**PROFORMA-V**

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

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref.:** Your IFB for \_\_\_\_\_

**To,**  
**The GM-Contracts**  
**Contracts Department,**  
**OIL, PHQ-Guwahati**

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**(Not applicable for this tender)**

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref.: Clause 3.0 Financial Criteria of BEC-BRC / PQC**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:  
Date:  
UDIN:  
Seal:

Membership Code & Registration No.:  
Signature

**PROFORMA-VIII**

FORMAT FOR UNDERTAKING  
(IN TERMS OF BEC CLAUSE NO. 1.1.3)  
(On Non-Judicial Stamp Paper of Rs. 100/-)  
TO BE NOTORISED UNDER NOTARY ACT, 1952

To,

GM-CONTRACTS  
OIL INDIA LIMITED  
PHQ, GUWAHATI

Dear Sir(s),

UNDERTAKING / DECLARATION BY THE BIDDER

This is in connection with the Bid submitted by me/us ..... (Name of Bidder),  
against IFB for “\_\_\_\_\_”

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our  
quoted rates include the following -

- a. Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. thereon from time to time, including P.F, ESI etc.
- b. Cost of PPE, spares, consumables, tools & tackles etc.
- c. Other charges / cost including overheads, insurance, handling charge etc.

Material and Equipment (if any) cost.

IME (Initial Medical Examination) cost.

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers as a minimum the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like PF, bonus & ESI etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

**Contd..... P/2**

**Page No. 2**

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I/We shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I/We further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under

the Contract, by the Labourers engaged by me or by any statutory authorities, I/We shall solely be responsible for the same and hold the Company harmless against such dispute or claims. I/We further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

---

(Bidder)

Place:

Date:

**PROFORMA-IX**

**FORM OF PERFORMANCE BANK GUARANTEE**  
**(To be submitted by the successful bidder in case of award of contract)**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS SECTION  
PIPELINE DEPARTMENT, GUWAHATI  
ASSAM, INDIA, PIN -781 171.

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

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

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

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

This guarantee is valid until the -----day of -----

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

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

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:

Notwithstanding anything contained herein:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 Witness \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_  
 Place \_\_\_\_\_

**Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):**

BANK DETAILS OF BENEFICIARY		
Bank Name	AXIS BANK	
Branch Name	GUWAHATI	
Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM	
Banker Account No.	140010200027654	
Type of Account	CURRENT ACCOUNT	
IFSC Code	UTIB0000140	
MICR Code	781211002	
SWIFT Code	Axisinbb140	
Contact No.	8876501401	
Contact Person Name	Mr. Dibakar Ghaosh	
Fax No.	Not available	
Email Id	<a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a>	

\*\*\*\*\*

Encl. Original Bank Guarantee

**PROFORMA-XI**

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

To  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
OIL INDIA LIMITED  
PIPELINE HEADQUARTERS  
GUWAHATI, ASSAM, INDIA, PIN - 781171.

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

SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_ 20\_\_.

THE CONDITIONS of these obligations are:

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

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

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

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

b) This guarantee shall be valid till .....

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

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

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

a) SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

b) Designation \_\_\_\_\_

c) Name of the Bank \_\_\_\_\_

d) Address \_\_\_\_\_

Note:

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid / as specified in the Tender.

\*\*\* The Bank Guarantee issuing bank branch must ensure the following:

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.

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

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

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005..

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

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

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/  
OWNER**

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS OIL INDIA Ltd. (hereinafter referred to as "OIL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their Pipeline Headquarters at PO Udayan Vihar, Guwahati-781171, Assam has entered into an Contract with (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_ on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) OIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by OIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by OIL to the CONTRACTOR, OIL has required the CONTRACTOR to furnish to OIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to OIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OIL forthwith on demand in writing without protest or demur the value as specified by OIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with OIL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of

\_\_\_\_\_ (In words \_\_\_\_\_ Only).

AND THE CONTRACTOR hereby agrees with OIL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of OIL arising hereunder up to and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of OIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by OIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the

CONTRACTOR under the Power of Attorney dated \_\_\_\_\_.

Place:

(SIGNED BY COMPETENT AUTHORITY)

Dated: Official seal of the CONTRACTOR

**PROFORMA-XIII EXHIBIT-I**

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

We, M/s ., have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory Name:  
Designation:  
Phone No.  
Place:  
Date:

(Affix Seal of the Organization here, if applicable)

**PROFORMA- XIII EXHIBIT-II**

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING**

We, M/s ., have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached}

Yours faithfully,  
For (type name of the firm here)

Signature of Authorized Signatory Name:  
Designation:  
Phone No.  
Place:  
Date:

(Affix Seal of the Organization. here, if applicable)

**PROFORMA- XIII EXHIBIT-III**

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (Not Applicable for this tender)**

We, M/s , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement:. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. [Evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory Name:  
Designation:  
Phone No.  
Place:  
Date:  
(Affix Seal of the Organization here, if applicable)

**PROFORMA-XIV(Not Applicable for this tender)**  
**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCALCONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,  
**M/s Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-781171, Assam, India,**

Dear Sir,

We, M/s\_ **(Name of Bidder)** confirm that as per the definition of policy we are:

Class-I Local supplier

Class-II Local Supplier

**(Bidder is to tick appropriate option (  ) above).**

It is further confirm that M/s\_\_\_\_\_ **(Name of Bidder)** meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of.....%.

The details of the location (s) at which the local value addition is made is as under:

.....  
.....  
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and OIL will take action as per provision of tender document.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

**PROFORMA-XIV FORM-2 (Not Applicable for this tender)**

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION (Not Applicable for this tender)**

To,

**M/s Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-781171, Assam, India,**

Dear Sir

“We \_\_ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s.\_\_ (**Name of the bidder**) hereby certify that as per definition specified in policy, M/s.\_\_ (**Name of the bidder**) is

Class-I Local supplier [       ]

Class-II Local Supplier [       ]

**(Bidder is to tick appropriate option (  ) above).**

It is further confirm that M/s\_ (**Name of Bidder**) quoted vide offer No. \_ dated \_\_ against tender No.\_ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of .....% .

Name of Audit Firm:     [Signature of Authorized Signatory] Name:

Date: Designation:

Seal: Membership no.

**Note:**

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

**Part VI**

**PROFORMA- XVI**

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE**

To,  
The Oil India Limited  
Contracts Department  
Contracts Department  
P.O. UDAYAN VIHAR  
PIN-781171  
Dist. KAMRUP METRO, Assam India

We \_\_\_\_\_ M/s

.....  
..... are submitting the performance security in favour of Oil India Limited, PHQ  
GUWAHATI in the form of bank guarantee bearing reference  
no. .... for an amount of INR/USD/EUR  
.....valid up to ..... as  
per terms and conditions of our Purchase Order/Contract  
No.....

PBG issuing bank details: -

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

Declaration: -

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

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_

Vendor Code \_\_\_\_\_

Email ID \_\_\_\_\_

Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

**Part VI**

**PROFORMA – XVIII**

Bidder shall submit following filled-up format for each work experience submitted against Para 2.0 of Part II.

**FORMAT FOR TECHNICAL WORK EXPERIENCE**

Sl. No.	Required details	Work Experience no. ....
1.	Title of work	
2.	Client/ Project Proponent	
3.	Client category (Govt./ Semi Govt./ PSU/ Public Limited Company etc.)	
4.	Brief description of work	
5.	Work belongs to Hydrocarbon Industry	Yes / No
6.	Nature of hired vehicle services operated	LMV/HMV or other vehicles <i>(please detail in case of other)</i>
7.	Is the work executed in India	Yes / No
8.	Reference no. of Letter of Award/ Work Order/ Contract	
9.	Name of vendor as mentioned in above document in Letter of Award/ Work Order/ Contract	
10.	Original period of work (in months) as per letter of award, without time extensions	
11.	Work start date	
12.	Work completion/ commission date	
13.	Awarded value of Work (including GST/Tax)	
14.	Executed value of Work (including GST/Tax)	
15.	File name and relevant page no. of the uploaded document in e-portal as <b>proof of Letter of Award</b> for the work	
16.	File name and relevant page no. of the uploaded document in e-portal as <b>proof of Contract/ Work Order</b> for the work	
17.	File name and relevant page no. of the uploaded document in e-portal as <b>proof of Completion Certificate</b> for the work	
18.	File name and relevant page no. of the uploaded document in e-portal as <b>proof of relevant additional supporting documents</b> for the work	
19.	File name(s) of the uploaded documents in e-portal as proof of relevant additional supporting documents	
20.	Relevant Page no. of above file in sl. 19	

**PROFORMA- XVII(Not Applicable for this tender)**

**UNDERTAKING TOWARDS PURCHASE PREFERENCE**

**TO  
GM-CONTRACTS (HoD)  
Contracts Department  
P.O. UDAYAN VIHAR  
PIN-781171  
Dist. KAMRUP METRO, Assam India**

Dear Sir,  
We, \_\_\_\_\_ have submitted Bid No.  
\_\_\_\_\_ against OIL's Tender No. \_\_\_\_\_ dated  
\_\_\_\_\_ for " \_\_\_\_\_".

We are eligible and shall avail benefit of Purchase Preference under the policy,

(please (✓) tick the policy you have opted)

<b>Policy</b>	<b>Response</b>
<b>PP MSE</b>	
<b>PP MII</b>	

**Note:**

- I. Please indicate your preference against **only one** policy.
- II. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- III. In case a bidder is eligible to seek benefit under MII policy as well as under MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either MII or MSE policy.
- IV. In case a MSEs bidder opts for purchase preference based on MII, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bid security/EMD shall continue to be available to such MSE Bidders.
- V. The option once exercised cannot be modified subsequently.

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**DRAFT AGREEMENT COPY**  
**(To be executed by the successful Bidder)**

This AGREEMENT is made on the ..... day of .....

**BETWEEN**

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “**COMPANY**” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

**AND**

M/s. ...., having its address ..... hereinafter called the “**CONTRACTOR**” or “**Transport Supplier:**” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

**WHEREAS**

- A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ hiring the services of a brand new vehicle of type ....., and has issued an enquiry under reference No..... dated ....., containing the Schedule of Works, Terms and Conditions,
- B. M/s. ...., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided , local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

**WHEREAS,** Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated\_\_\_\_\_), issued the “Letter of Award” under reference \_\_\_\_\_ dated\_\_\_\_\_.

**Whereas,** the Contractor has accepted Company’s Letter of Award vide their letter \_\_\_\_\_

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
- (a) The Tender Document No.....dated ....., inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.
- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
- (c) The contractors letter dated ..... ( after price negotiation) if any .

**Part VI**

(d) The Company's Notification of Award vide Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.

(e) Section-I, II, III & IV hereto.

(f) Annexure -I hereto

- iii) The rates payable for the job will be as indicated in **PART-III (SOQ)**
- iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service, the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
- v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and  
On behalf of Company

Signed and Delivered for and  
on behalf of Contractor

(Oil India Limited)

( )

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

**PROFORMA-XX**

**COMMERCIAL CHECK LIST**

**Bidder's Name:** \_\_\_\_\_

**TENDER NO.:**

This Questionnaire duly filled in should be returned along with each copy of Un- priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Type of Bidding Entity (Proprietorship/ Partnership/ Pvt Ltd etc.)	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST ..... %
6.	EMD Details: Whether Bid Security submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 90 days from Date of bid opening.	
9.	Whether Mobilization and Completion period of contract is complied?	

**Part VI**

10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that percentage of Local	
	Content along with Certification of Incorporation/ Registration and other relevant documents required under BEC Clause No. 1.0 has been submitted	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Proformas/ Annexures/Appendix	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	Whether Technical Evaluation Sheet for BEC BRC submitted	
20.	Whether Power of Attorney/ Authorization letter (Regarding authority for submission of bid) in	

**Part VI**

	prescribed format submitted	
21	Confirm bidder's financial standing i.e., the bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.	
22	Confirm that bidder is not under holiday list /Delisted/ Blacklisted/ debarred in OIL	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered overriding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

<b>To</b> <b>M/s OIL INDIA LIMITED,</b>  <b>Address: CONTRACTS SECTION</b> <b>PIPELINE DEPARTMENT,</b> <b>GUWAHATI ASSAM, INDIA,</b> <b>PIN-781171</b>	<b>Insurance Surety Bond (ISB) No.</b>	
	<b>Date of ISB</b>	
	<b>ISB Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam India (hereinafter called the Company's) Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we \_\_\_\_\_ (Name & address of the "Insurer") \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. ....(Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

SEALED with the said Insurer this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of these obligations are:

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

**Part VI**

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
  - a) The Insurer’s liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only ) . . . . .
  - b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
  - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Witness:**

**Issuing Authority:**

.....  
(Signature)

.....  
(Signature of the Authorised Signatory)

.....  
(Name)

.....  
(Name)

.....  
(Designation & official address)

.....  
(Designation with Insurer Stamp)

Authorized Vide Power of Attorney No. ....  
Date.....

## **Part VI**

### **INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"**

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's Email / Phone from where the Insurance Surety Bond has been issued.
- h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

**PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

<b>To</b> <b>M/s OIL INDIA LIMITED,</b>  <b>Address: CONTRACTS SECTION</b> <b>PIPELINE DEPARTMENT,</b> <b>GUWAHATI ASSAM, INDIA,</b> <b>PIN-781171</b>	<b>Insurance Surety Bond (ISB) No.</b>	
	<b>Date of ISB</b>	
	<b>ISB Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

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

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
  - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words ) . . . . .
  - b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
  - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Witness:**

**Issuing Authority:**

.....  
(Signature)

.....  
(Signature of the Authorised Signatory)

.....  
(Name)

.....  
(Name)

.....  
(Designation & official address)

.....  
(Designation with Insurer Stamp)

Authorized Vide Power of Attorney No. ....  
Date.....

**INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"**

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

**BEFORE THE NOTARY AT ..... ::: ASSAM**

**A F F I D A V I T**

Dated .....

I, Sri/Smti \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_,  
\_\_\_\_\_, aged about \_\_\_\_\_ years, resident of

\_\_\_\_\_  
P.S. \_\_\_\_\_ & P.O. \_\_\_\_\_,  
District \_\_\_\_\_, State \_\_\_\_\_ do hereby solemnly affirm and declare on oath  
as follows:-

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No ..... Floated by Oil India Ltd., Duliajan, for supply of ..... That, I am not an OIL Employee in service or employee in service of any other PSU/Government / Quasi Government or Semi Government Organization.
- (3) That, my age on the date of submission of application under the tender is not below 18 years.
- (4) That, I have not submitted any other application in the Tender No.....
- (5) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

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

Identified By

DEPONENT

(Advocate)

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

NOTARY

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

**THE NOTARY AT..... ::: ASSAM**

**A F F I D A V I T**

Dated  
.....

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

         P.S. \_\_\_\_\_ & P.O. \_\_\_\_\_,  
District \_\_\_\_\_, State \_\_\_\_\_ do hereby solemnly affirm and jointly declare  
on oath as follows:-

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

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

OATH

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

Identified By

DEPONENT NO. 1

(Advocate)

DEPONENT NO. 2

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

NOTARY

**(Applicable where Applicant does not have PF & ESI Code or does not intends to engage driver having UAN/IP allotted by OIL)**

**BEFORE THE NOTARY AT ..... ::: ASSAM**

**AFFIDAVIT**

Dated .....

I, Sri/Smti \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_,  
\_\_\_\_\_, aged \_\_\_\_\_ about \_\_\_\_\_ years, resident \_\_\_\_\_ of  
\_\_\_\_\_

P.S. \_\_\_\_\_ & P.O. \_\_\_\_\_,  
District \_\_\_\_\_, State \_\_\_\_\_ do hereby solemnly affirm and undertake on  
oath as follows:-

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No.....Floated by Oil India Ltd., Duliajan, for supply of .....
- (3) That, if I am found eligible for the issuance of award of contract under the said Tender to supply the desired vehicle to OIL, then I shall apply for obtaining PF Code and ESI Code from the concern RPFC and ESIC in my name and furnish the same before the OIL's Authority before placement of the vehicle. (Provided RPFC and ESIC accept my application for obtaining the PF & ESI Code.)
- (4) That, I shall also generate UAN and IP Number in favour of my Driver if I choose to engage driver for the offered vehicle.
- (5) That, if ESI is not applicable or not notified to a particular area, then I shall obtain an insurance policy under employee's Compensation act 1923, in the name of the Driver to be engaged by me.

- (6) That, in the event of my failure to submit PF registration Code and ESI Code/ insurance policy under employee"s Compensation act 1923, to OIL within the stipulated period, then my LOA shall be liable to be rejected by OIL.
  
- (7) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

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

Identified By

DEPONENT

(Advocate)

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

NOTARY

**(Applicable where applicant intends to engage driver-having UAN allotted by OIL)**

**BEFORE THE NOTARY AT ...: ASSAM**

**UNDERTAKING**

Dated .....

I, Sri/Smti \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_,  
\_\_\_\_\_, aged \_\_\_\_\_ about \_\_\_\_\_ years, resident \_\_\_\_\_ of

\_\_\_\_\_  
P.S. \_\_\_\_\_ & P.O. \_\_\_\_\_,  
District \_\_\_\_\_, State \_\_\_\_\_ do hereby solemnly affirm and undertake on  
oath as follows: -

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No.....Floated by Oil India Ltd., Duliajan, for supply of .....
- (3) That, if I am found eligible for the issuance of award of contract under the said Tender to supply the desired vehicle to OIL, then I shall engage driver-having UAN allotted by OIL during the entire contract period.
- (4) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

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

Identified By

DEPONENT

(Advocate)

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

NOTARY

**Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner Guwahati along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note:

1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
2. Contractors, may intimate Dy. Chief Labour Commissioner, Guwahati, for expediting/suitable action if they do not receive license nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

\*\*\*\*\*

**STARTUP AND MSE VENDORS**

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
  
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

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**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

**To,**  
**GM-CONTRACTS OIL INDIA LIMITED DULIAJAN - 781171**

**Sub:** Undertaking/Declaration regarding financial standing

**Ref:** Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

**(OR)**

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
ne & Signature of the authorised signatory  
of the bidder)

**APPENDIX-D**

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY  
LIST/DELISTED/BLACKLISTED/DEBARRED**

**To,  
M/s. OIL INDIA LIMITED**

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**TENDER NO.** \_\_\_\_\_

**Tender Description:** \_\_\_\_\_

**Sub:** Undertaking/Declaration regarding Holiday List, debarment etc.

**Ref:** Tender No. \_\_\_\_\_

- a) We, \_\_\_\_\_ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website <https://www.oil-india.com/banning-policy> and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.
- b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.
- c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

<b>Sl. No.</b>	<b>Name</b>	<b>Address</b>	<b>PAN No.</b>	<b>GST No.</b>	<b>OIL Vendor Code</b>

Place: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name & Signature of the authorised  
signatory of the bidder)

## **CHECKLIST**

**DATE:**

**TENDER NO:** .....

**BIDDER:** \_\_\_\_\_

= SUBMITTED,  = NOT SUBMITTED

<i><b>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</b></i>	<i><b>SUBMITTED/NOT SUBMITTED</b></i>	<i><b>REMARKS</b></i>
Price Schedule Format, (Proforma-A)		
DOCUMENTS REQUIRED AS PER BRC		
BRC 3.5 certificate issued by a practicing Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth OR Audited Balance Sheet along with Profit & Loss account		
BRC 2.1 Documentary proof furnished in support of the experience such as Purchase order / work order / contract document along with completion certificate from the Organization		
BRC 2.5 Documents having the detailed postal address in the name of the firm /owner which shall substantiate the proof of office establishment for at least 1 year reckoned from the original BCD within 50 KM of PL locations where the services need to be provided		
Bidders must furnish the following information with relevant documents wherever necessary:		
a) Tax Exemption Certificate, if any, if /applicable.		
b) PAN no. (photocopy of the PAN card required).		
c) GST registration No.		
d) Bank account No. with name of Bank, Type of account, Bank address.		
e) P.F. Account No. / Code.		
f) ESI registration no.		
Bid Form, (Proforma-I)		
Bid Security (Proforma-XI)		
Performance Security Form, (Proforma-XVI)		

Sample Agreement Form (Proforma- XIX)		
Statement of compliance/ Noncompliance (Proforma-II)		
Court Affidavit (Annexures A, B, C, D)		
Integrity Pact (Sec-V), if applicable		
E-payments vide RTGS/NEFT (Proforma – IV)		
Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –V)		
PROFORMA LETTER OF AUTHORITY PROFORMA-III		
UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE PROFORMA-XIX		

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