



CONTRACT SECTION, PHQ NOONMATI

CORRIGENDUM – 1 FOR OIL E-TENDER CGI1761P23

1. THIS CORRIGENDUM IS BEING ISSUED TO MODIFY THE FOLLOWING:

Sl. No.	Page No.	Reference Clause	Tender terms	Amendment
1	Throughout the tender document	Model of Vehicle	ONE NO. BRAND NEW MAHINDRA SCORPIO S5/2WD/BSVI WITH DRIVER AND ALL FITTINGS & ACCESSORIES	The model of vehicle to be hired is to be read as following in lieu of existing: “ONE NO. BRAND NEW MAHINDRA SCORPIO CLASSIC S/2WD/BSVI BASE MODEL OR HIGHER MODEL WITH DRIVER AND ALL FITTINGS & ACCESSORIES
2	Throughout the tender document	Description/ Schedule of Service	HIRING SERVICES OF ONE NO. BRAND NEW MAHINDRA SCORPIO S5/2WD/BSVI WITH DRIVER AND ALL FITTINGS & ACCESSORIES FOR A PERIOD OF 4 (FOUR) YEARS FOR TELECOM &	The services to be hired is to be read as following in lieu of existing: HIRING SERVICES OF ONE NO. BRAND NEW MAHINDRA SCORPIO CLASSIC S/2WD/BSVI BASE MODEL

Sl. No.	Page No.	Reference Clause	Tender terms	Amendment
			INSTRUMENTATION SECTION, PUMP STATION-3, JORHAT	OR HIGHER MODEL WITH DRIVER AND ALL FITTINGS & ACCESSORIES FOR A PERIOD OF 4 (FOUR) YEARS FOR TELECOM & INSTRUMENTATION SECTION, PUMP STATION-3, JORHAT
3	3	Applicable rates	Fixed charge per month per vehicle: Rs. 51,731.23	Fixed charge per month per vehicle: Rs. 47,865.90
4	3	Applicable rates	Running Charge per KM: Rs. 8.02	Running Charge per KM: Rs. 7.93
5	40	2.1 Technical Requirements under TECHNICAL EVALUATION CRITERIA	<p>2.1 Technical Requirements:</p> <p>A) EXPERIENCE: Bidders must have:</p> <p>Relevant experience of having successfully completed one "similar work" of value Rs. 6,14,000.00 with PSUs / Central Govt. Org. / State Govt./ Semi-State Govt./ Reputed Private Organization in last 7(Seven) years to be reckoned from date of bid closing.</p> <p>"Similar work" mentioned above means bidder shall have the</p> <p>Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the Organization to which such services have been rendered.</p>	<p>2.1 Technical Requirements:</p> <p>A) EXPERIENCE: Bidders must have:</p> <p>Relevant experience of having successfully completed one "similar work" of value Rs. 5,63,100.00 with PSUs / Central Govt. Org. / State Govt./ Semi-State Govt./ Reputed Private Organization in last 7(Seven) years to be reckoned from date of bid closing.</p> <p>"Similar work" mentioned above means bidder shall have the</p> <p>Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the Organization to which such services have been rendered.</p>

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			<p>For proof of requisite experience and relevant technical requirements, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>A relevant Certificate issued by PSUs or Central Govt. or State Govt. or Semi-State Govt. or Reputed Private Organization in last seven years from date of original bid closing date showing:</p> <p>a) Gross value of job done; and b) Nature of job done; and c) Time period covering the financial year(s) as per NIT; and d) Clearly mentioning job completion date. e) FORM 16(A) has to be submitted in case of private companies.</p> <p>NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE WILL RESULT IN REJECTION OF BIDS.</p> <p>NOTE-:</p>	<p>For proof of requisite experience and relevant technical requirements, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>A relevant Certificate issued by PSUs or Central Govt. or State Govt. or Semi-State Govt. or Reputed Private Organization in last seven years from date of original bid closing date showing:</p> <p>a) Gross value of job done; and b) Nature of job done; and c) Time period covering the financial year(s) as per NIT; and d) Clearly mentioning job completion date. e) FORM 16(A) has to be submitted in case of private companies.</p> <p>NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE WILL RESULT IN REJECTION OF BIDS.</p> <p>NOTE-:</p> <p>(i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p>

Sl. No.	Page No.	Reference Clause	Tender terms	Amendment
			<p>(i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>(ii) In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity 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 in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.</p>	<p>(ii) In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity 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 in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.</p>
6	42	FINANCIAL REJECTION CRITERIA	3.0 a) 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. 3,68,400.00	3.0 a) 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. 3,37,900.00
7	90	SCOPE OF WORK	HIRING SERVICES OF ONE NO. BRAND NEW MAHINDRA SCORPIO S5/2WD/BSVI WITH DRIVER AND ALL FITTINGS & ACCESSORIES FOR A PERIOD OF 4 (FOUR) YEARS FOR TELECOM & INSTRUMENTATION SECTION, PUMP STATION-3, JORHAT	HIRING SERVICES OF ONE NO. BRAND NEW MAHINDRA SCORPIO CLASSIC S/2WD/BSVI BASE MODEL OR HIGHER MODEL WITH DRIVER AND ALL FITTINGS & ACCESSORIES FOR A PERIOD OF 4 (FOUR) YEARS FOR TELECOM & INSTRUMENTATION SECTION, PUMP

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			<p>[DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION AND STANDARD COMPANY PROVIDED FITTINGS & ACCESSORIES]. PURCHASED AFTER THE ISSUANCE OF LOA. VEHICLE TO BE STATIONED AT PS3 JORHAT AND TO VISIT ANY PLACE OF OIL'S OPERATIONAL AREAS IN ASSAM FOR A PERIOD OF FOUR (4) YEARS COMPLIANCE OF STATUTORY REQUIREMENTS OF GOVT. REGULATORY AGENCIES AND SATISFACTORY PERFORMANCE AND SERVICES BY THE BIDDER AS WELL AS DRIVER ENGAGED.</p>	<p>STATION-3, JORHAT [DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION AND STANDARD COMPANY PROVIDED FITTINGS & ACCESSORIES]. PURCHASED AFTER THE ISSUANCE OF LOA. VEHICLE TO BE STATIONED AT PS3 JORHAT AND TO VISIT ANY PLACE OF OIL'S OPERATIONAL AREAS IN ASSAM FOR A PERIOD OF FOUR (4) YEARS COMPLIANCE OF STATUTORY REQUIREMENTS OF GOVT. REGULATORY AGENCIES AND SATISFACTORY PERFORMANCE AND SERVICES BY THE BIDDER AS WELL AS DRIVER ENGAGED.</p>

8. Clause No. 9 (refer Pg. 79 of Tender Document) i.e. SCHEDULE OF SERVICE, UNITS, QUANTITIES AND RATES under Schedule of Quantity (SOQ) i.e. Part-IV of tender document is to read as following in lieu of existing:

Sl. no.	Description of duty hours/service	Unit	Quantity(A)	Company's Unit Rate (Rs) (B)		Amount (Rs) (AXB)
				Figs	Words	
1	Monthly Fixed charge with 24 hours availability of Providing the services of MAHINDRA SCORPIO CLASSIC S/2WD/BSVI BASE MODEL OR HIGHER MODEL vehicle WITH DRIVER AND ALL FITTINGS & ACCESSORIES for plying at TELECOM & INSTRUMENTATION SECTION, PUMP STATION-3, JORHAT	Per calendar month	48	47865.90	FORTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FIVE RUPEES AND NINETY PAISE ONLY	22,97,563.20
2	Running Expenses for Vehicle (Estimated Running Km per Month is 3000 KMs)	Per KM run	144,000	7.93	SEVEN RUPEES AND NINETY THREE PAISE ONLY	11,41,920.00
3	Bidders' to quote within +10% to -10% on Sl. No 1 & 2					
4	GST	LSM	1	RATE OF GST (%)	AMOUNT OF GST (Rs.) (B)	
				Figs	Figs	Words

A.1 **The Fixed Charge per month** is inclusive of the following as below:

A	Vehicle for 24 hours with services of driver and helper for 08(eight) hours normal duty every day throughout the month which is inclusive of wages of regular driver and helper 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 and helper as per the rates mentioned above which also includes weekly rest day wages.
C	<p>The offered Fixed Charges include all liabilities including statutory liabilities but is exclusive of PF, ESI, cost of uniform of the driver and helper, GPAP of driver and helper & applicable GST.</p> <p>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.</p>

NOTES:

- (i) 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.
- (ii) 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.**
- (iii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.
- (iv) The above rates to be quoted by the bidders are inclusive of all operating /running expenses, daily minimum **wages. of driver @ Rs. 698.40 and helper @ Rs.493.40 (Excluding OT, PF, ESI) per day which will be enhanced on each calendar year @ Rs. 30.00 and @Rs 20.00 for driver and helper respectively** 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 ~~and Helper~~ considering the guidelines cited above and will remain firm throughout the tenure of the contract.

- (v) In case OIL needs to engage the driver ~~and helper~~ beyond 8 hours per day duty, contractor has to pay the driver ~~and helper~~ applicable OT against each additional hours of duty beyond 8 hours' duty as overtime. However, total monthly overtime expenses to driver ~~and helper~~ will be reimbursed to the contractor by OIL.
- (vi) The rates are inclusive of all Taxes and duties as applicable but **excluding** GST.
- (vii) The rates are inclusive of all liabilities including statutory liabilities.
- (viii) **The fuel price on the date of tender opening to be considered with 14 Km consumption rate per liter of oil.**
- (ix) ***The price bid should be properly signed & sealed by the Authorized signatory of the Firm.***

9. BID CLOSING AND OPENING DATES ARE EXTENDED AS FOLLOWING:

a) SUBMISSION DEADLINE: **29.11.2022 (11:00 HRS.)**

b) TECHNICAL RESPONSE **OPENING DATE: 29.11.2022 (14:00 HRS.)**

c) OPENING DATE: **29.11.2022 (14:00 HRS.)**

10. The Price Bid Format has been amended and revised Price Bid Format has been uploaded in e-tender portal under Notes & Attachments Folder. Bidders are advised to submit their price bid as per the revised format (File Name: REV PRICE BID SOQ) only

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED IN THE ABOVE TENDER

Schedule of Quantity (SOQ)

1	SCHEDULE OF SERVICES:	HIRING SERVICES OF ONE NO. BRAND NEW MAHINDRA SCORPIO CLASSIC S/2WD/BSVI BASE MODEL OR HIGHER MODEL WITH DRIVER AND ALL FITTINGS & ACCESSORIES FOR A PERIOD OF 4 (FOUR) YEARS FOR TELECOM & INSTRUMENTATION SECTION, PUMP STATION-3, JORHAT
2.1	Model of the Vehicle	BRAND NEW MAHINDRA SCORPIO CLASSIC S/2WD/BSVI BASE MODEL OR HIGHER MODEL WITH ALL FITTINGS & ACCESSORIES VEHICLE AND WITH DRIVER [DIESEL DRIVEN, COMPLIANT TO BS-VI (OR) LATEST EMISSION NORMS WITH COMMERCIAL REGISTRATION]
2.2	Vintage of Vehicle(s):	Brand new purchased after the issuance of LOA
3	Duration of Contract:	4 years
4	Area of operations:	PS3 Jorhat
5	Lottery date	Will be notified vide email and Notice Board of Contracts Section nearer the time.
6	Mobilization Period	45 DAYS FROM THE DATE OF ISSUE OF LOA
7	Periodic inspection / test	a) On initial placement; and b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of agreement.
8	Normal hours/timings of duty / day	As may be stipulated by the Company's Engineer. (Subject to change depending upon the requirement).

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

For the services rendered, the Transport supplier is entitled for payment at the following rates,

Sl. no.	Description of duty hours/service	Unit	Quantity(A)	Company's Unit Rate (Rs) (B)		Amount (Rs) (AXB)
				Figs	Words	
1	Monthly Fixed charge with 24 hours availability of Providing the services of MAHINDRA SCORPIO CLASSIC S/2WD/BSVI BASE MODEL OR HIGHER MODEL vehicle WITH DRIVER AND ALL FITTINGS & ACCESSORIES for plying at TELECOM & INSTRUMENTATION SECTION, PUMP STATION-3, JORHAT	Per calendar month	48	47865.90	FORTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FIVE RUPEES AND NINETY PAISE ONLY	22,97,563.20
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3	Bidders' to quote within +10% to -10% on Sl. No 1 & 2					
4	GST	LSM	1	RATE OF GST (%)	AMOUNT OF GST	
				Figs	Figs	Words

A.1 **The Fixed Charge per month** is inclusive of the following as below:

A	Vehicle for 24 hours with services of driver and helper for 08(eight) hours normal duty every day throughout the month which is inclusive of wages of regular driver and helper 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 and helper as per the rates mentioned above which also includes weekly rest day wages.
C	<p>The offered Fixed Charges include all liabilities including statutory liabilities but is exclusive of PF, ESI, cost of uniform of the driver and helper, GPAP of driver and helper & applicable GST.</p> <p>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.</p>

NOTES:

- (i) 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.
- (ii) 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.**
- (iii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.

- (iv) The above rates to be quoted by the bidders are inclusive of all operating /running expenses, daily minimum **wages. of driver @ Rs. 698.40 and helper @ Rs.493.40 (Excluding OT, PF, ESI) per day which will be enhanced on each calendar year @ Rs. 30.00 and @Rs 20.00 for driver and helper respectively** 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 and Helper considering the guidelines cited above and will remain firm throughout the tenure of the contract.
- (v) In case OIL needs to engage the driver and helper beyond 8 hours per day duty, contractor has to pay the driver and helper applicable OT against each additional hours of duty beyond 8 hours' duty as overtime. However, total monthly overtime expenses to driver and helper will be reimbursed to the contractor by OIL.
- (vi) The rates are inclusive of all Taxes and duties as applicable but **excluding** GST.
- (vii) The rates are inclusive of all liabilities including statutory liabilities.
- (viii) The fuel price on the date of tender opening to be considered with 14 Km consumption rate per liter of oil.**
- (ix) The price bid should be properly signed & sealed by the Authorized signatory of the Firm.**

10.0 The rates are inclusive of all liabilities including statutory liabilities.

11.0 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

12.0 A) **Wages to be paid as per Memorandum of Settlement dated 24-01-2014:**

Following are the rates vide Approval No. **PL/ADMIN/2/3-17/491 of 02.02.2022** and applicable for the calendar year **2022**, which will be revised in the succeeding years during the tenure of the contract.

a) ***For Driver (Skilled) Category (For Light & Medium Vehicles/ Buses / Bowers / Truck)***

1. Rs. 698.40 Per day to Driver Skilled Category

2. Rs. 61.75 per hour SOT for Driver Skilled Category
3. Rs. 136.5 per hour DOT for Driver Skilled Category
4. Rs. 68.25 per hour HOT for Driver Skilled Category

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.

An annual increase in the daily rate of wages will be made by Contractor from the 1st of January every year for Driver category @ Rs. 30.00.

B) Benefits to be provided as per Memorandum of Settlement dated 24-01-2014 are as under:

a) National / Festival Holidays:

The ~~Helpers and~~ Drivers will be extended 03 national holidays and 02 festival holidays in a calendar year by the respective contractors.

b) Annual Leave with wages:

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

c) Casual Leave with wages:

- (i) The ~~Helpers and~~ Drivers will be extended 05 (Five) days of casual leave by the respective contractors in a calendar year which is non-cumulative and non-encashable. The casual leave cannot be combined with annual leave and cannot be availed for more than 03 (Three) days at a time.
- (ii) The concerned contractors will provide reliever ~~Helpers~~, Drivers to run the services of hired vehicles and in all transport service contracts on account of the above mentioned holidays, casual leave and annual leave. The reliever ~~Helpers~~, Drivers and Operators engaged by the contractors during holidays and leaves will be entitled to the applicable daily rate of wages.

d) Overtime:

The services beyond 08 hours of work required for operational purpose, the ~~Helpers~~, Drivers will be paid applicable overtime wages (OT wages). The duty hours of drivers /~~helpers~~ at Pipeline Department be considered for 8 hours in a day though the vehicle contracts are for 12 hours. The normal duty hours will be from 7am to 3.30pm (inclusive of break). Deployment beyond 8 hours upto 9th hour will be subject to single OT and beyond 9th hour will be subject to double OT. However, total monthly overtime expenses to driver ~~and helper~~ (if any) will be reimbursed to the contractor by OIL

e) Bonus:

The ~~Helpers and~~ Drivers will be entitled for bonus @ 8.33% of the daily wages subject to the wages ceiling under the Payment of Bonus Act, 1965 which will be disbursed along with the monthly wages as per provisions of payment of Bonus Act.

f) Employees' Provident Fund (EPF):

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.

g) Insurance Coverage:

The ~~Helpers and~~ Drivers will be insured for an amount of Rupees Two Lakhs, Rupees Three Lakhs respectively, 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.

h) Pay Slip:

The monthly disbursement of wages to the ~~Helpers and~~ Drivers by the contractors will be made latest by the 10th day of the subsequent month. The mode of disbursing the monthly wages to the ~~Helpers~~, Drivers by the concerned contractors will be through account

payee cheques or bank transfer / e-remittance as may be agreed upon mutually amongst themselves. The contractors will have to issue proper wages slip to the ~~Helpers~~, Drivers containing therein all the requisite details such as income and deductions, if any.

i) Uniform:

Uniforms for drivers and ~~helpers~~ per year to be provided as per followings by the Contractor (service provider) and the cost will be reimbursed on submission of documentary evidence.

- 1) 02 sets of Uniform per year @ Rs. 1500x 2= Rs.3000.00
- 2) 01 pair of shoes per year @ Rs.500.00 = Rs. 500.00

C) Special Terms and Conditions:

a) Working Hours:

The duty hours of drivers / ~~helpers~~ at Pipeline Department be considered for 8 hours in a day though the vehicle contracts are for 12 hours. The normal duty hours will be from 7am to 3.30pm (inclusive of break).

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

- (a) On attaining the age of 60 years.
- (b) The person is found medically unfit (*)
- (c) For any riotous behaviour and indiscipline.
- (d) Any person with adverse records.

(*) the contractors would submit a medical fitness certificate every two years in respect of the ~~helpers~~/ drivers engaged by them.

c) The reliever ~~helpers~~, drivers engaged by the concerned contractors on national/festival holidays, casual leave and annual leave with wages in all transport service contracts will only be entitled to the daily rate of wages and the increased wages per day.

d) The ~~Helpers~~ and Drivers will avail a weekly day of rest after working for 06 consecutive days. The contractors engaging them shall have to provide reliever driver / ~~helper~~ to run the services of the hired vehicles during the rest day.

e) Uniform:

The ~~Helpers and~~ Drivers will be provided uniform and shoes by the concerned contractors and the expenditure towards the same will be reimbursed to them by the company on submission of documents / proof of receipt as given hereunder:

1. 02 sets of uniform per year (@ Rs. 1500 x 2) : Rs. 3000.00
2. 01 pair of shoe per year (@ Rs. 500) : Rs. 500.00

f) The rates are inclusive of all Taxes (~~VAT etc.~~) and duties as applicable but **excluding GST**.

g) **Valid Driving Licence of Driver: Contractor shall ensure that the person engaged as driver shall have valid driving licence for hired vehicle.**

13.0 The Overtime rates for Regular Driver/Reliever Driver/Additional Driver per hour shall be guided as follows:

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

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

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

15.0 The Bidder(s) / Contractor(s), should undertake to pay monthly wages to his/ her/their crew/staff engaged under this contract as per provisions of applicable MOS, copy of which is available at the office of GM-Contracts.

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

16. 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.
17. Increase/Decrease in diesel 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 14 KM per Litre.
- 18.0 The wages etc. due to the driver(s) as per provisions of applicable MOS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) 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-16, SOQ above.

The price bid should be properly signed & sealed by the Authorized signatory of the Firm

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

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Part IV

relating to Anti-Profitteering 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.

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Part IV

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.