

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

FORWARDING LETTER

OIL INDIA LIMITED (OIL) invites bids/offers from reliable, experienced and resourceful bidders in the prescribed formats (enclosed herewith) along with requisite documents for the under-mentioned services at OIL's offered rates:

TENDER NO.	:	DCT9909P19
Description of Services	:	Hiring of Transport services of readily available Trucks (Capacity- 10 Tons), Model: TATA LPT 1613 TC/42, TATA SE 1613 TC/42 or equivalent model of trucks with all standard fittings, manufactured not earlier than 01.01.2012 to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of three years.
Quantity of trucks required	:	52 (fifty-two) nos. of trucks will be hired on ' one bidder-one truck ' basis.
Period of Contract	:	03(three) years from the date of placement of the Truck.
Vintage of the vehicle	:	Trucks manufactured not earlier than 01.01.2012
Bid Closing date & time	:	20.12.2018 at 12.45 PM
Bid Opening date & time	:	20.12.2018 at 02.00 PM
Bids to be addressed to	:	Chief General Manager (Contracts) , Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602
Validity of Bid required	:	90 (Ninety) days from the Bid closing date.

Bid Security Amount	<p>: Rs. 1,23,000.00 (Rupees One Lakh Twenty-Three Thousand only)</p> <p>The Application must be accompanied (except those who are exempted) by a BANK GUARANTEE (in specified format) purchased from any Scheduled / Nationalised Bank favouring OIL INDIA LIMITED, payable at DULIAJAN or Pay-in-Slip (available at designated banks at Duliajan) for the amount applicable towards Earnest Money Deposit (EMD). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY. The EMD shall not earn any interest to the tenderer(s) from the Company.</p> <p>Applications without BID SECURITY (except those who are exempted) in the manner specified above will be summarily rejected.</p> <p>The validity of Bid Security in the form of BANK GUARANTEE should be minimum upto 150 days from the last date for Submission of Application.</p> <p>If Bank Guarantee (BG) is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail, Branch Code, Code Nos. of authorised signatory with full Name & Designation, Phone No., Fax No. etc.) from where confirmation towards genuineness of the BG can be obtained.</p> <p>In case of extension of closing date for Submission of Application, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.</p>
Mobilisation Period	: 30(thirty) days from the date of issuance of LOA.
Liquidated Damage for delay in placement of vehicle	: 0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.
Amount of Performance Security	: 10% of annualised Contract value
Validity of Performance Security	: 90 (ninety) days beyond the contract period/duration.

2.0 Interested bidders are required to download the tender document & application formats from OIL's website (www.oil-india.com). Bidders are to note that the tender document & application formats are to be downloaded well in advance for timely submission of the bids. OIL will not be held responsible for any delay in this regard.

3.0 The tender document will consist the following:

- (i) **Forwarding Letter**
- (ii) **General Conditions of Contract – GCC**
- (iii) **Schedule of Work, Unit and Quantity – SOQ**
- (iv) **Special Conditions of Contract – SCC**
- (v) **Safety Measures – SM**
- (vi) **Annexures - A, B, C, D, E, F & G**
- (vii) **Proformas - A, B, C, D, E & F**
- (viii) **Appendix-I – Agreement Form**

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

4.0 BID SUBMISSION:

4.1 Bidder(s) may send their bids to the address mentioned below by post or submit the same in the **TENDER BOX** situated at the same address:

CGM-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN, DISTRICT: DIBRUGARH
PIN- 786 602 (ASSAM)

The offer of the bidder(s) should contain the Prescribed Formats duly signed & filled up as advised including the requisite supporting documents as stipulated to be submitted by the bidder(s) in a sealed envelope.

Company will not be held responsible for any postal delay or non-receipt of the same.

4.2 The following should be written on the sealed envelope containing the offer:

Tender No.: **DCT9909P19** (Hiring services of **readily available trucks**).

Bid Closing Date & Time: _____

Bidder's name: _____

Bidder's mailing address: _____

4.3 Any offer received after the appointed time on the Bid closing date shall be summarily rejected and returned to the tenderer(s) unopened within 01 (one) month of finalization of tender against request by the concerned bidders.

4.4 In case the bid closing date happens to be a bundh/holiday, the same will be deferred to the same time of the next working day (except Saturday).

4.5 No modification or alteration to the offer shall be permitted after the appointed time on the bid closing date. NO CLARIFICATION ON WHATSOEVER REASONS THEREOF WILL ALSO BE ENTERTAINED AFTER THE BID CLOSING DATE.

4.6 **WITHDRAWAL OF OFFER(S):** The bidder, after submission of bid (offer) may withdraw their bid by written request prior to bid closing date & time. Such request is to be made to the dealing officer of OIL in writing. In case the due date of submission is extended even after receipt of some bids due to some special circumstances, the

bidder who has already submitted the bid has right either to withdraw or revise his bids, without forfeiting the EMD.

4.7 LANGUAGE OF OFFERS: The offer as well as all correspondence and documents relating to the offer 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.

5.0 BID OPENING & EVALUATION:

5.1 The offer(s) will be opened on Bid opening date & time in the presence of any attending Tenderer(s) or their Authorized Representative. However, an authorization letter from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each bid /offer will be allowed to attend the bid opening. Attending Tenderer(s) & Authorized Representative(s) will have to sign a register evidencing their presence. In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday).

5.2 Company will examine the bids to determine whether they are complete, whether requisite Bid Security (EMD) has been furnished, whether documents have been properly signed and whether the bids are generally in order.

5.3 The offer must be valid for acceptance up to **90(Ninety) days** from the date of tender opening. In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing (e-mail or by Fax). 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.

5.4 The offers of the bidder(s) shortlisted in the priority list shall be valid up to a period of one year from the date of Draw of Lots.

5.5 **RESPONSIVENESS OF BID:** For the purpose of determining the responsiveness of a bid, it must conform to all the terms and conditions of the tender without any material deviation.

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

6.1 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in 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 rejected.

6.1.1 Bidders need to submit duly filled in application formats, annexures & other relevant proformas as mentioned in the tender document. Bids will be rejected on the following grounds:

- a) On non-receipt of duly filled up **Annexure-A**, Details of truck offered (**Annexure-B**) and a declaration in the form of court affidavit (in original) as per enclosed format as in **Annexure-C**.
- b) On non-receipt of properly filled up joint declaration as per enclosed format in **Annexure-D** in the form of court affidavit (in original) in case the bidder is a non-dependent son/daughter of OIL employee in service.
- c) On non-receipt of Bid security (EMD), for the value and validity and as per the mode specified in the tender document.
- d) On non-receipt of self attested photocopy of registered deed of partnership, specifying power of attorney, in case of partnership firm.
- e) Bid containing any false statement/document.
- f) Bids received after the deadline fixed for the bid closing date & time.
- g) Bids received with any condition(s) whatsoever and not accepting the rates as specified in SOQ (Part-II) of the Tender Document.
- h) If the bidder happens to be an OIL's employee in service or dependent of any OIL's employee in service.
- i) If the bidder happens to be an employee or dependent of any employee of any Government/ Quasi Government/ Public Sector Undertaking.

6.1.2 The bidder must possess the readily available TATA LPT 1613 TC/42, TATA SE 1613 TC/42 or equivalent model of truck with all standard fittings, manufactured not earlier than 01.01.2012 in their own name as on the bid closing date. Self-attested copy of Registration certificate of the truck will have to be submitted along with the bid.

6.1.3 The bidder will have to submit a declaration confirming that the truck will be mobilized within 30 days from the date of issuance of LOA by OIL as per enclosed format in **Annexure-E**.

6.1.4 The address of the bidder must not be of any of OIL's Quarters/Settlement Area/OIL's Premises (excluding "OIL Market" and "Public Bus Stand", Duliajan). However, this clause shall not be applicable for Sons/Daughters of OIL employees in service who are not dependent of OIL employee as per OIL's policy.

6.1.5 Trucks with Higher Deck Load Body (high cabin height and cabin height platform) or (Punjab Body Truck) will not be acceptable.

6.1.6 Vintage of vehicles should not be earlier than 01.01.2012. Vehicles whose manufacturing date is before 01.01.2012 will be rejected.

6.1.7 The **Integrity Pact** is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-F** of the prescribed format. The Integrity Pact shall be submitted by the bidder along with the Bid duly signed (all pages of the Integrity Pact) by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or decline to submit the Integrity Pact, their bid shall be rejected straightway.

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

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

- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC;
E-Mail id: jagmohan.garg@gmail.com

Note: Integrity Pact is uploaded in the website along with the Covering Letter & prescribed formats. Therefore, it will be construed that the Integrity Pact has already been duly signed by OIL's competent signatory.

6.1.8 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected:

- Firm price
- EMD / Bid Bond
- Scope of work
- Specifications
- Price Schedule
- Delivery / Completion Schedule
- Period of Validity of Bid
- Liquidated Damages
- Performance Bank Guarantee / Security deposit
- Guarantee of material / work
- Arbitration / Resolution of Dispute
- Force Majeure
- Applicable Laws
- Integrity Pact

6.2 BID EVALUATION CRITERIA (BEC):

6.2.1 Only one bid against a party offering individually as well as under proprietorship / partnership firms shall be accepted. If any other bid found having same individual name already submitted by another proprietorship / partnership firm (s), both the bids will be rejected summarily.

6.2.2 Eligible offers of trucks running under existing contracts of OIL will also be accepted. But these trucks will be considered only after expiry of the existing contract and priority in such cases may vary as per the expiry date of the present contract i.e. the priority no. in the list of eligible bidders shall be degraded accordingly.

6.2.3 For evaluation, no preference shall be given to the vintage or date of registration of the vehicles. All the acceptable trucks shall be considered at par and priority number shall be decided through Draw-of-Lots (Lottery) only. For the purpose of such lottery, a list of all the acceptable trucks assigning serial numbers shall be displayed in the notice board before holding of the lottery. In case number of trucks offered is more than the requirement, lottery will be held to select 85 (Eighty-five) numbers of truck only including 33(thirty-three) nos. in the waiting list.

6.2.4 One bidder can offer a maximum of one truck only. Priority list will be made for the individual trucks through lottery as noted in clause 6.2.3 above.

6.2.5 Acceptable bidders will be issued "Letter of Award" (LOA) in order of priority list as mentioned in clause 6.2.3 above so as to hire as many nos. of trucks to meet Company's requirement. Remaining parties (Priority nos. 53 to 85) will be kept in a

waiting list for a period of 01(one) year from the date of lottery for any future requirement.

6.3 GENERAL CONDITIONS:

6.3.1 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received within the date fixed by the Company, failing which the bid will be liable to be rejected.

6.3.2 In case, any of the clauses in the BRC contradict with other clauses of the bid document elsewhere, the clauses in the BRC shall prevail.

6.3.3 The Company reserves the right to reject any or all of the tenders or accept any tender, in full or in part without assigning any reason.

7.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

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

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

8.0 IMPORTANT NOTES:

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

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

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/

cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Annexure-G** should be submitted along with the technical bids.

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

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

9.0 The final agreement shall consist of General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-V); Integrity Pact & related Annexures & Proformas. Bidder(s) may view the General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-V) of the tender at OIL's website.

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

11.0 No Purchase Preference is applicable to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME against this tender as the rates are offered by OIL.

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

13.0 OIL now looks forward to your active participation in the tender.

Yours faithfully,
OIL INDIA LIMITED

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

PART-I
GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK/SERVICE: Hiring of Transport services of readily available Trucks (Capacity- 10 Tons), Model: TATA LPT 1613 TC/42, TATA SE 1613 TC/42 or equivalent model of trucks with all standard fittings, manufactured not earlier than 01.01.2012 to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of three years.

1.0 DEFINITIONS:

In this contract, unless the context otherwise requires:

1.1 "AGREEMENT" means this service agreement.

1.2 "AREA OF OPERATIONS" means the Company's oilfield operations in the States of Assam and Arunachal Pradesh.

1.3 "BASE STATION" means the station as set out in Part-II (SOQ) hereof where the vehicle(s) / equipment shall be permanently based, (i.e. based for minimum period of 10 (Ten) days at a stretch) which may be changed at the discretion of the Company.

1.4 "BID OPENING DATE" means the date on which the Tender was opened by the Company against the finalisation of this agreement.

1.5 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following:

- (i) Carriage of unauthorised passengers by the Contractor while under this agreement with the Company;
- (ii) Unauthorised use of the vehicle(s)/equipment when released to the Contractor for undertaking its deployment for any other business purpose;
- (iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer; and
- (iv) Failure of the Contractor to place the vehicle(s)/equipment for periodic inspection as per schedule as directed by Company's Engineer.
- (v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
- (vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.

1.6 "COMPANY" means Oil India Limited.

1.7 "COMMENCEMENT OF SERVICE" means the date of placement of the first vehicle / equipment under this Agreement.

1.8 "COMPANY ENGINEER" means the following:

- i) GM-LOGISTICS or his nominee in case of the following events:
 - a) Initial and subsequent inspection of vehicle(s)/equipment;

- b) Scrutiny of documents regarding Contractor's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc.;
 - c) Initial placement of vehicle(s)/equipment with a user department or Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
 - d) Release of vehicle(s)/equipment upon conclusion of this agreement;
 - e) Assessment of time to be allowed for repairs in case of accident;
 - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition or Unruly behaviour of the crew or repeated defaults by the Contractor; and
 - g) Instruct Contractor to replace by more suitable hand of Operator(s)/Driver(s)/crew engaged for operating the vehicle/equipment.
- ii) The head of the user department or his/her nominee in case of the following:
- a) Normal day-to-day operation of service after placement under the respective department;
 - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling;
 - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
 - d) Allotment of daily duties and timings for reporting and release;
 - e) Certification of daily log sheets;
 - f) Authentication of monthly statement-cum-bill;
 - g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.
- iii) CGM-CONTRACTS in case of the following events:
- a) Release/forfeiture of Security Deposit/Bid Security;
 - b) Any dispute under this Agreement as to the Contractor's obligations or otherwise;
 - c) Determination of instances of shutdown or standby due to Force Majeure, Bandhs etc. or defaults or otherwise in case of dispute by the Contractor.

1.9 CREW: Means Supervisors, Operators, Drives, Handymen/ Helper(s)/ Jugalees attached to the vehicle(s)/equipment, as defined in the Clause: 1.13, 4.10.

1.10 "DUE DATE OF PLACEMENT" means the date stipulated in Clause No.7, Part-II (SOQ) hereof.

1.11 "DETERIORATED CONDITION OF VEHICLE/EQUIPMENT" means any vehicle(s) / equipment found not acceptable to Company's Engineer after mechanical inspection or/and vehicle(s) / equipment found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s)/equipment which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer/user department as being unfit.

1.12 "DAILY LOG BOOK" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of these Agreement.

1.13 "DRIVER / OPERATOR" means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving

License and P.S.V. Badge issued by the Regional Transport Authority who is having jurisdiction over the area of operations of the Company, who is (are) engaged by the Contractor and provided with the service envisaged under this Agreement, cost whereof included in the fixed charge per month.

1.14(A) "DEFAULT" means any of the following commissions or omissions by the Contractor or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations:

- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
- b) Unsuitability of the Operator/Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the operator/driver and/or the Attendant/crew;
- d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:
 - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;
- h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer;
- i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
- k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty-Eight) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
- m) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Contractor to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
- n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;

- p) Non-availability of services due to unauthorized/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

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

1.15 "FIXED CHARGE PER MONTH" means fixed charge mentioned under of Part-II(SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding GST) as applicable, insurances, wages and other emoluments of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave etc. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

1.16 "HOLIDAY" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Contractor would be required to give to his/her Crew as per the aforesaid Act.

1.17 "NORMAL HOURS/TIMINGS OF DUTY" means the duty hours, which may be stipulated or instructed by the Company's Engineer.

1.18 "HANDIMEN/HELPER/JUGALEE" means such crew engaged by the Contractor and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.

1.19 "INSPECTION" means initial/periodic inspection carried out by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.

1.20 "INSURANCE" means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.

1.21 "LICENCE AND PERMITS" means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:

- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s)/Operator(s);
- b) Registration Book(s) with endorsement of Road Tax;
- c) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required;
- d) Road permits;
- e) Fitness certificate
- f) Inner line permit(s) for Arunachal Pradesh;
- g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;

- h) Any other as required under law in force;
- i) Pollution under control certificate

1.22(a) "LIQUIDATED DAMAGES" means pro-rata fixed charge per hour rate payable by the Contractor in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.

1.22(b) "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Contractor in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

1.23 "LEAVE" means Annual Leave to be granted to the Crew who is employees of the Contractor as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.

1.24 "MONTHLY KILOMETREAGE STATEMENT CUM BILL" means the format specified by the Company.

1.25 "HELPER/MAZDOOR" means an unskilled labourer employed by the Contractor who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.

1.26(a) "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month as per Item- 10 to 50 (as applicable) of Part-II(SOQ), divided by 30(Thirty) days.

1.26(b) "PRO-RATA FIXED CHARGE PER HOUR" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty-Four) hours.

1.27 "PENALTY" means the amount payable by the Contractor in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

1.28 "REGISTRATION" means the vehicle(s)/equipment having registration in the name of the Supplier(s)/Firm with the R.T.O. /D.T.O. having jurisdiction in the area of operations of the Company.

1.29 "RUNNING CHARGE PER KILOMETER" means the rates stipulated in Item-60 of Part II(SOQ) hereof and shall be deemed to include all the expenditures of the Contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.

1.30 "STIPULATED HOURS OF SERVICE PER DAY" means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.

1.31 "STATUTORY ACTS" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in

force from time to time and shall particularly include but not be limited to the following;

- a) The Motor Vehicle Act, 1988,
- b) The Motor Transport Worker's Act, 1961,
- c) The Contract Labour (Regulations & Abolition) Act, 1970,
- d) The Minimum Wages Act, 1948,
- e) The Employees Provident Fund & Miscellaneous Act, 1952,
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946)
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Any other Act as applicable from time to time.

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

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

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

1.33 "STAND BY" means any of the following:

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF WORK:

2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-II (SOQ) hereof which Part-II (SOQ) forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Part-III (SCC) hereof which Part-III (SCC) also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

2.2 Contractor shall provide the transport service with vehicle(s)/equipment as determined in Part-II(SOQ) hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

2.3 The rates agreed/accepted by the Contractor as set-out in Part-II(SOQ) hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Part-II (SOQ) hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.4 The Contractor shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s)/Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.

2.5 The Contractor shall hereby undertake to pay to his/her Crew/Staff reasonable/fair wages which are not less than the wages payable under the Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the Currency of this Agreement. He further undertakes to pay all his/her operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future to the above mentioned Act.

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

4.0 OBLIGATIONS OF THE CONTRACTOR:

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

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

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

4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services

envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 The Contractor shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final and binding.

4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Contractor. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Contractor shall be obliged to accept such changes.

4.8(a) The Contractor will park the vehicle(s)/equipment at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Contractor found violating, this will be liable for breach of Contract.

4.8(b) The Contractor may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 3(three) km from the Industrial Gate of the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

4.9 The Contractor must place the vehicle(s)/equipment for duties in time on any particular day as per the instructions of the Company's Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorised release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.

4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.

4.11 The Contractor shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.

4.12 The Contractor should ensure that the Operator(s)/Driver(s)/Helpers/ Jugalees/ Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the Regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Contractor.

4.13 The Contractor must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this

purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.

4.14 The Contractor shall undertake only journeys authorised by the Company's Engineer. Any unauthorised journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.

4.15 The Contractor would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.

4.16 The Contractor shall indemnify the Company against any claims by the operator(s)/driver(s)/crew on account of payment of wages, bonus, perquisites etc.

4.17 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Contractor shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

5.1 The Contractor shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any breach of law due to violation of the speed limits shall have to be redressed by the Contractor entirely at his/her own cost.

5.2 The vehicle(s)/equipment described/set out in Part-II hereof must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Acts, 1988.

5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.

5.4 The Operators / Driver(s) must possess valid and relevant permits and professional licenses.

5.5 The vehicle(s)/equipment must be registered with the DTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's Engineer in this regard as and when required by him.

5.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.

5.7 The Contractor must ensure timely renewals of all licenses and permits within the due dates.

5.8 The Contractor shall provide at his/her own cost the accommodation/housing for his/her employees, sheds for repairing and servicing of vehicle(s)/equipment, land/garages for parking of the vehicle(s)/equipment (wherever applicable) in and around the base station.

5.9 During the course of the day-to-day operations, the vehicle(s)/equipment may be required to ford or ferried through various rivers. The Contractor will not object to such crossing and shall not be entitled to any additional charges.

5.10 The vehicle(s)/equipment must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.

5.11(a) Hour meter, Speedometer and kilometreage gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the Contractor at his/her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's Engineer. The Company's decision in this regard shall be final and binding on the Contractor.

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

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

5.13 All vehicles/equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/her own cost.

5.14 The Contractor shall not refuse the vehicle(s)/equipment to be driven by the Company's operator / driver(s) / officer(s) in case of emergency when Contractor's operator / driver(s) is/are not available for any reason.

5.15 The Contractor shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.

5.16 "OIL INDIA LIMITED" must be painted prominently in the wind glass frame and number plate of all vehicles.

5.17 The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorised representative(s) who will be overall in charge of the Contractor's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.

5.18 The Contractor's representative(s) shall report every day to the Transport Office of the Company for receiving instruction for duties of equipment / vehicle allotted for the day-to day operations.

5.19 The Contractor must furnish to the Company upon initial placement of the equipment / vehicle(s), the name(s) of the Operators, Supervisor(s), Driver(s), Handymen, Helper(s), crew as may be applicable together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this agreement at any time during the tenure of this contract, the Contractor must notify

the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).

6.0 RIGHTS OF COMPANY'S ENGINEER:

6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer.

6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.

6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Contractor to the satisfaction of the Company's Engineer.

6.4 The Company's Engineer shall have power amongst others as follows:

- a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;
- b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Contractor to replace by more suitable hands any of his/her crew engaged for running/operating the equipment/vehicle(s) or for general management of the service. When such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment/vehicle(s) found in deteriorated conditions and orders the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Contractor to park the equipment/vehicle(s) at a specified place within the Company's premises or at the Contractor's works.
- g) Instruct the Contractor to utilise the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorised journeys to specified destination(s) and carry the authorised passengers or goods as the case may be.
- i) Instruct the Contractor to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment/vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Contractor or in presence of his/her authorised representative. Such inspection/ test carried out by the Company shall be at the Contractor's cost and risk.
- k) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.

- l) Instruct the Contractor to remove the equipment/vehicle(s) in respect of which the defects as afore-stated which have been detected upon inspection/test periodically by the Company which have remained unrectified.
- m) Instruct the Contractor to remove the equipment/vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- n) Check the hour meter, speedometer and kilometre readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- o) Instruct the Contractor to furnish the names of all operator, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

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

7.0 SECURITY DEPOSIT:

7.1 The Contractor shall upon acceptance of the tender, pay to the Company within 02 (two) weeks of issue of Letter of Award (LOA) a Security Deposit amounting to **10% of annualized contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/BANK GUARANTEE valid beyond 90 days of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised / Scheduled Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of Bid Security apart from any other actions the company may take at its sole discretion.

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

- (a) In case of non-placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.
- (b) In case of any event occurring as envisaged in clause No.8.1 hereof; and/or
- (c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;
- (d) In case of premature termination due to default or breach of contract by the Contractor.

7.3 In the event of an occurrence as envisaged in clause No.7.2 (b) & (c), the Contractor will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any

other action or such default including but not limited to forfeited of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

7.4 Provided that in case of delay beyond 3(Three) months from the due date of placement, this agreement shall automatically stand terminated to the extent of the non-performance. This will be without prejudice to the right of the Company to terminate the agreement earlier with 1(One) month's due notice. The Contractor will not be entitled to any damages or compensation whatsoever on account of such termination.

8.0 The Contractor shall commence the supply of regular and continuous service by placing the equipment / vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of equipment / vehicle(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of Security Deposit as stipulated hereof without prejudice to any other rights of the Company reserved in this Agreement.

8.1 The Contractor shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with operators/drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down the Contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Contractor's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

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

8.3(a) In case of accidents while performing authorised Company's duty and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, MVI(Motor Vehicle Inspector) report and copy of garage certificate(in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by GM-LOGISTCS. However, this will not be applicable in case of:

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

8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment /

vehicle(s) into Company's service shall be decided by the Company's GM-LOGISTICS which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

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

9.0 TERMINATION:

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

9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this Agreement in whole or in part if the Contractor fails to perform any of his/her obligations under this agreement or if the Contractor does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.

9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.

9.3 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.

9.4 The Company may send written notice to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 45(Forty-Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.

9.5 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated hereof and the Contractor shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two)

years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

10.0(a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in Part-II (SOQ) of this Service Agreement. The above period shall be counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.

10.0(b) At the end of the month, the Contractor will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Contractor will also submit to the user department a certificate every month confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Contractor.

10.0(c) Monthly statement / bills submitted by the Contractor will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.

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

11.0 STATUTORY OBLIGATIONS OF CONTRACTOR: The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation,

effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Dept. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 LIABILITY & INDEMNITY:

14.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment / vehicle(s) or loss or damage to the property of the Contractor or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by wilful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective how such injury, illness or death is caused by

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

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

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

14.5 INDEMNITY AGREEMENT:

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

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

14.8 INDEMNITY APPLICATION:

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

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

15.0 TAXES & LEVIES:

15.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if

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

15.26 Documentation requirement for GST:

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

Any invoice issued shall contain the following particulars:

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

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

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

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

15.27 Anti-profiteering clause:

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

15.27.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in

case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

16.0 ASSIGNMENT:

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

17.0 SUB-CONTRACT:

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

18.0 STATUTORY OBLIGATIONS:

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

19.0 SET OFF CLAUSE:

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

20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

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

22.0 **THEFT OF VEHICLE:**

22.0 (a) In the event that during the tenure of the contract(s), the vehicle is stolen and the same is authenticated with adequate proof of documentary evidence, no penalty shall be imposed during the period of unavailability of the vehicle on account of the same. Moreover, in case the vehicle is not recovered, the contractor(s) shall be given an option to place a new vehicle of similar or equivalent category of stolen vehicle to

complete the remaining contractual period under the existing contract with all rates, terms & conditions remaining firm & applicable.

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

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

1.0 Description of Work/Service: Hiring of Transport Services of readily available TATA LPT 1613 TC/42, Euro-III, TATA SE 1613 TC/42 Euro-III or any other equivalent model of trucks with all standard fittings, manufactured not earlier than 01.01.2012 to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of 3 (three) years.

2.0 Vintage of Equipment/ Vehicle(s): TATA LPT 1613 TC/42, Euro-III, TATA SE 1613 TC/42 Euro-III or any other equivalent model of trucks with all standard fittings, manufactured not earlier than **01.01.2012**.

3.0 Tenure of Agreement: 03 (Three) Years from the date of placement of the vehicle.

4.0 Area of operations: Assam & Arunachal Pradesh

5.0 Tendered cost of fuel (HSD): Rs. 67.77 per Litre

6.0 Mobilization Period: 30(thirty) days from the date of issuance of Letter of Award (LOA).

7.0 Periodic Inspection/test: a) On initial placement;
b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of Agreement.

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

9.0 SCHEDULE OF SERVICE, UNITS & RATES:

Item No.	Description of Services	UOM	Rate per Unit (Rs.)
10	Fixed Charge per month per vehicle for the year 2018	Months	52,081.74
20	Fixed Charge per month per vehicle for the year 2019	Months	53,775.40
30	Fixed Charge per month per vehicle for the year 2020	Months	55,449.56
40	Fixed Charge per month per vehicle for the year 2021	Months	57,113.99
50	Running Charge per KM per Vehicle at HSD price of Rs. 67.77/Litre	KM	22.73

Note: The above rates are inclusive of all liabilities including statutory liabilities but excluding 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. Contractors are required to raise monthly GST Invoices for reimbursement of GST against the contract. In the absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

10.0 The **Fixed Charge per month** mentioned above is inclusive of Charges of the Vehicle for 24 hours availability and wages of the crew (one driver & one helper)/relief crew (one relief driver & one relief helper) for 08(eight) hours normal duty every day. Fixed Charges also include all other liabilities including statutory liabilities but exclusive of PF, ESI, cost of uniform, Insurance Premium under Group Personal Accident Policy for Drivers/Helpers.

11.0 For duty beyond 8 hours of normal duty, Overtime rates (Single OT for duty from 8th to 9th hours & Double OT for duty beyond 9 hours of duty) shall be payable to the driver/helper/additional helpers. The Overtime rates for the driver/helper/additional helpers shall be as per actual requirement and at the rates prevalent as per MOS dated 24.01.2014/minimum rates of wages notified by Govt. of India (whichever is higher) at the time of actual execution of work.

12.0 The Bidder(s)/Contractor(s) shall have to pay monthly wages to his/ her/their crew engaged under this contract as per provisions of MOS dated 24.01.2014/minimum wages notified by Govt. of India (whichever is higher). The applicable rates of wages considered in the above Fixed Charges are as below:

Year	Wage Rates per day (inclusive of Basic wage, VDA & Bonus@Rs.19.17/day) in Rs.	
	Driver (Skilled)	Helper/Additional helper (Semi-skilled)
2018	555.17	459.17
2019	585.17	479.17
2020	615.17	499.17
2021	645.17	519.17

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

(a) First Variation in the offered running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the tendered HSD price of **Rs.67.77 per Litre**. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. The variation in running charges will be

calculated @ **Rs. 0.29**/Km (excluding GST) for variation of Rupee 1.00 per litre of fuel price.

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

Year	Insurance (Rs.)	Road Tax, Fitness, Pollution (Rs.)	All Assam & Arunachal Pradesh permit Fees (Rs.)
2018	3,017.21	1,253.87	144.54
2019	3,036.22	1,253.87	144.54
2020	3,036.22	1,253.87	144.54
2021	3,036.22	1,253.87	144.54

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

14.0 The Bidder(s)/Contractor(s) are required to pay the monthly wages to the Driver(s)/Helper(s) through Cheque or e-remittance and shall have to provide the details (as per OIL's format) along with the monthly bills.

PART: III
SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 The final agreement shall consist of General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-IV); Integrity Pact & related Annexures & Proformas.

2.0 Allocation of vehicle and the primary location of the vehicles as per priority no. of draw of lots (lottery) shall tentatively be as under:

Priority No.	Primary Location
No. 01 to No.13	Duliajan
No. 14	Manabhum (Eastern Asset)
No. 15 to No.17	Moran (Western Asset)
No. 18	Hapjan OCS (Eastern Asset)
No.19	Makum OCS (Eastern Asset)
No.20	Digboi (Eastern Asset)
No.21	Barakuri/Baghjan (Eastern Asset)
No.22 to No.30	Duliajan
No.31 to No.33	Moran (Western Asset)
No.34	Salmari OCS
No.35	Tengakhat OCS
No.36	Dikom OCS
No.37	Kathaloni OCS
No.38	Kathalguri OCS
No.39 to No.52	Duliajan
No.53 to No.85	Waiting List

Notes:

- (i) The validity of the waiting list will be for a period of 1(one) year from the date of holding the lottery.
- (ii) Company reserves the right to place the vehicle at any place of Company's operational areas in Assam and Arunachal Pradesh for which the contractor shall have no objection whatsoever.

3.0 Present immediate requirement of vehicles is 52(Fifty-two) numbers. However, depending on Company's requirement more vehicles may be hired in future from the priority list under this tender which shall remain valid for one year from the date of holding the Draw of Lots under this tender.

4.0 Contracts will be awarded on 'ONE PARTY ONE VEHICLE' basis only.

5.0 The offered fixed charge includes vehicle for 24 hrs. and driver's & helper's wages for 8(eight) hrs. normal duty everyday. Payments to driver(s) and helper(s) beyond 8hrs. normal duty per hr. will be paid as per applicable Over Time rates.

6.0 The transport supplier agrees and undertakes to carry out the transport service by deployment of 01(one) number readily available truck as specified in this tender document/ agreement bearing registration no. _____ of vintage _____ to be owned and registered in the name of the transport supplier during the entire duration of the contract including extension if any.

7.0 The crew shall always wear proper uniform while attending duties.

8.0 The Truck/s will be used for the requirement of various field operations of OIL INDIA LIMITED (OIL), involving transfer of materials to various sites/installations and perform OIL authorized duty as and when required. To this effect the Truck owners will have to obtain necessary road permit. The truck will be stationed at OIL's operational areas in Assam and Arunachal Pradesh. The driver/drivers of the truck/s must possess professional driving license of HMV category & must have sufficient experience in that category. All the guidelines issued by State/Regional Transport Authority in respect of the truck/s, drivers/helpers etc. must be adhered / followed while performing the duties.

9.0 The truck body, floor, doors, windows and seats etc. should be of standard construction and should be in sound mechanical condition at the time of inspection of the truck/s as per stipulated specification. The driver's cabin should be comfortable with proper ventilation and windows and must have comfortable bench type seating provision with foam cushioned for minimum 4 persons besides the driver supported by necessary endorsement in the Registration Certificate of the vehicle. Single cabin truck(s) will not be accepted. Separate doors for driver and helpers with easy footsteps must be provided for entry of truck helpers and other passengers into driver's cabin. The truck should be provided with heavy duty wooden rear platform and hinged type dullah on rear and left hand side of the truck, for carrying heavy duty drilling, production and other materials. Punjab type truck body with high cabin height platform will not be acceptable. A heavy duty towing hook suitable for pulling production winches, gen set, compressor etc. must be fitted in the rear of the truck. Minimum 01(one) helper will always be attached with the driver of the truck during operation of the vehicle. Contractor shall have to provide additional helper(s) at the rate mentioned in Part II of the agreement as and when required by the Company. The vehicle will be stationed at any place of OIL's operational areas in Assam and Arunachal Pradesh.

10.0 The vehicle(s) should be fitted with audio reverse alarm system.

11.0 If required, vehicle tracking system will be installed on the vehicle at Company's cost for which the contractor shall not have any objection.

12.0 The truck(s) must have full insurance coverage for Crew, truck(s) and the third party comprehensive for the entire contract period, to cover all risks.

13.0 The truck(s) must be complete with all necessary permits etc. from Govt. Authorities of ASSAM and ARUNACHAL PRADESH for carrying Crew and materials etc.

14.0 Contractors will have to station and operate their truck/s at OIL's different operating stations as awarded in the contracts. Contractors getting contracts for Duliajan, Moran, Digboi, Arunachal Pradesh etc. will have to station and operate their truck/s from respective stations.

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

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

agreement will be applicable.

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

18.0 TERMS OF PAYMENT:

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

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

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

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

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

- i) Accept as final and daily logbook which must be signed on a daily basis by the Company's Authorised Personnel. Any deletions and/or over writings on the Daily Log Book must be avoided as far as practicable and if such deletions and over writings are incidenced, the same must be countersigned by the Company's Authorised Personnel, otherwise the Monthly kilometrage Statement-cum-bill shall not be accepted. Logbook Sheets must be made out in triplicate of which second copy be retained by the Transport Supplier for preparing the monthly kilometrage statement-cum-bill only at the end of each month. The original should be sent to Accounts Department and the first copy be retained by User / Logistics Department.
- ii) (a) Prepare monthly kilometrage statement-cum-bill and submit the same to the Company's Authorised Personnel for verification within 10 (Ten) days following the last date of the month. The monthly kilometrage statement-cum-bill must be accompanied with a certificate every month as per prescribed format of OIL towards his/her compliance with the Statutory Acts affecting the operation of this Service Agreement. The monthly bill should be claimed every month as mentioned. The contractor shall not be allowed to accumulate

monthly bills. If the monthly bill is not claimed (for any particular month) within the next two months, the payment will get lapsed. The Company shall be at liberty not to make or process such belated monthly bill.

(b) The monthly kilometreage statement-cum-bill must include a factual records based on daily log sheet for services rendered as per instructions of the Company's Authorised Personnel, i.e. for Company duty only and should exclude for payment the following:

- Such kilometreage and time as may be involved on standby where kilometreage done for refueling is in excess of 5 (Five) kms. or time taken is more than 30 (Thirty) minutes.
- Such hours/days or part thereof as may be involved on standby per month where time taken for routine servicing and maintenance exceeds 48 (Forty-Eight) hours (2 days).
- Such hours/days or part thereof as may be involved in any month when the vehicle(s) was/were shut down due to default or otherwise.

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

- a) Deductions for defaults / shut downs not shown correctly;
- b) Deductions for liquidated damages & penalty for shut downs;
- c) Deductions for penalties in case of breach of contract;
- d) Adjustment of kilometreage and corrections as per Clause 5.11 of Part-I (GCC);
- e) Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

20.0 The payment of monthly Wages to the crew must be made through account payee cheques or bank transfer / e-remittance etc. The contractor must also submit a certificate (declaration as per format) duly signed by both the contractor & crew along with the monthly statement-cum-kilometerage bill of each subsequent month in support of payment of the wages to crew as mentioned above. The wages etc. due to the crew must be paid in full in time, as mentioned elsewhere in the agreement. If there is any complaint from the crew members, the Company will be at liberty to deduct the wages etc. from the monthly bill.

21.0 Other Applicable terms & conditions:

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

(ii) The Drivers & Helpers will be entitled for bonus @ 8.33% of the daily wages subject to the wages ceiling under the Payment of Bonus Act, 1965 which has been included in the monthly wages of the driver and helper.

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

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

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

(vi) The Drivers & Helpers will be extended 05(five) days of casual leave by the respective contractors in a calendar year which will be non-cumulative and non-encashable. The casual leave cannot be combined with annual leave and cannot be availed for more than 02 (two) days at a time.

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

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

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

(i) 02(two) sets of uniform per year @ Rs 1500.00 x 2	: Rs 3,000.00
(ii) 01(one) pair of shoe per year @ Rs 500.00	: Rs 500.00
Total	: Rs 3,500.00 per year

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

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

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

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

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

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

(xiv) The contractors will provide reliever Helpers, Drivers to run the services of hired vehicles and in all transport service contracts on account of the above mentioned

holidays, casual leave and annual leave. The reliever Helpers & Drivers engaged by the contractors during holidays and leaves will be entitled to the applicable daily rate of wages.

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

PART-IV
SAFETY MEASURES (SM)

To,
CGM-CONTRACTS
OIL INDIA LIMITED

SUB: SAFETY MEASURES

Description of work/service:

Hiring of Transport services of readily available Trucks (Capacity- 10 Tons), Model: TATA LPT 1613 TC/42, TATA SE 1613 TC/42 or equivalent model of trucks with all standard fittings, manufactured not earlier than 01.01.2012 to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of three years.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

16. The health checkup of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the

requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

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

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

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

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

Yours Faithfully,

(Seal)

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

APPLICATION FORMAT
DETAILS OF BIDDER
(Tender No. DCT9909P19)

To affix passport
size
photograph(s) of
Proprietor/Partn
er/Direcor]

To,
CGM-Contracts
Oil India Ltd.
Duliajan

a) Name of the bidder (in capital letters) _____

b) Registered postal address _____

Phone No. _____ Fax No. _____

Mobile No. _____

E-Mail ID: _____

c) Name of Directors (in case of Company) _____

d) Name of Proprietor (in case of sole proprietor) _____

e) Name of Partners (in case of partnership firm) _____

f) Permanent Account No. _____

g) GST Registration No. (if any) _____

h) Bank Details:
Name of Bank & Branch: _____

Address: _____

Account No. & Type: _____

IFSC Code: _____

i) Vendor code with OIL (if any) _____

Signature: _____

Name in Block letters _____

For M/S. _____

Date: _____

APPLICATION FORMAT
DETAILS OF THE TRUCK OFFERED

(Tender No. DCT9909P19)

Brief Description of the Truck offered:

Sl. No.	Details/Description of the offered truck	
1	Model	
2	Make	
3	Year of Manufacture	
4	Date of Registration	
5	Registration Number	
6	Engine Number	
7	Chassis Number	
8	Name of Registered owner	
9	Payload	
10	GVW	
11	Whether offered truck is running with Oil India Limited (mark ✓ for the applicable one)	Yes/No
12	Agreement No. (if Sl. No. 11 is yes)	
13	Validity of agreement (if Sl. No. 11 is yes)	

I hereby confirm that the above information is true to the best of my knowledge.

Signature: _____

Name in Block letters _____

For M/S. _____

Date: _____

ANNEXURE-C

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

In the Court of the Magistrate at Date

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

1. That the deponent is presently residing at the above address with the family members.
2. That the deponent is not an OIL employee in service or dependant of any OIL employee in service.
3. That the deponent is not an employee or dependent of any employee of any Government / Quasi Government / Public Sector Undertaking.
4. That the deponent has not submitted any other bid /offer as a proprietor or partner of any other firm or against the name of deponent against Tender No. **DCT9909P19**.
5. That the deponent is sole proprietor / partner etc. (as applicable) of M/s at (if applicable).
6. That the deponent desires to supply of 01(one) number readily available truck of model _____, Registration No. _____ as specified in the tender, to be stationed at any place of OIL's operational areas in Assam and Arunachal Pradesh.
7. ** That the deponent's address is not the same with any of OIL's Quarters / Settlement Area / OIL Premises (excluding "OIL Market & "Public Bus Stand", Duliajan)
Or
** That the deponent's address is one of the OIL's Quarters / Settlement area / OIL Premises as the deponent is son / daughter residing with OIL employee but not dependent on the said employee as per OIL's policy. (Separate "Joint Declaration" by the deponent & the said employee of Oil India Limited is attached as per Annexure-D).
(**As applicable)
8. That the deponent has fully understood & agreed to accept the rates, terms and conditions of the above tender, is fully conversant with the general terms and conditions of transport service contracts and also agrees to abide by the same throughout the contract period (including any extension of the contract if granted by OIL in future).

The above statements are true to the best of my knowledge, belief and information. In case the above statement of mine is found to be false / incorrect at any point of time, the contract shall stand terminated and Company shall be at liberty to initiate necessary action as deemed fit against me.

[To affix passport size photograph of Proprietor/ Proprietor/Partners/Director, etc.]

The deponent Sri/Smti signs as

Passport size photo of the Applicant affixed herewith.

(DEPONENT)

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

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

MAGISTRATE / NOTARY

ANNEXURE-D (IF APPLICABLE)

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

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

1. That, above named deponent at (1) is an employee of Oil India Limited (OIL) having OIL Registration Number / Salary Code and resides at OIL quarter number (detailed address) at Duliajan / Moran/ Digboi.
2. That, above named deponent at (2) is the son/daughter of the above named deponent at (1).
3. That, aforementioned son/daughter is residing together with his/her parent at the aforesaid OIL quarter.
4. That, aforementioned son/daughter has participated in the **Tender No. DCT9909P19** floated by Oil India Limited for hiring services of Brand New, factory built, 18 to 20 seater AC Mini bus.
5. That, aforementioned son/daughter is not a dependent son/daughter as per the existing OIL policy.

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

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

DEPONENTS

- 1) _____
- 2) _____

VERIFICATION

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

DEPONENTS

- 1) _____
- 2) _____

IDENTIFIED BY:

(_____)

ADVOCATE:

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

NOTARY (SIGNATURE WITH SEAL)

FORMAT FOR DECLARATION REGARDING MOBILIZATION

(Tender No. DCT9909P19)

(TO BE SUBMITTED BY THE BIDDER ALONGWITH THE BID)

To
The CGM – CONTRACTS
Oil India Limited
Duliajan

Sub: Declaration regarding mobilization of readily available truck.

Dear Sir,

With reference to above mentioned tender, I/we hereby confirm that if the contract under the above tender is awarded to me / us, I / we will mobilize the readily available truck as per the desired specifications as detailed in the NIT and tender document within **30 (thirty) days** from the date of issuance of LOA

Yours faithfully,

Signature_____

Name of the Bidder_____

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. DCT9909P19**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

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

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

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

Section:9 - Pact Duration

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

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

Section:10 - Other provisions

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

(B. BRAHMA)

For the Principal

Place: Duliajan

Date: 29.11.2018

For the Bidder/Contractor

Witness1:

Witness 2:

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

Ref. No. _____

Date _____

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. DCT9909P19

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 Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

BID FORM

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

Sub: Tender No. DCT9909P19.

Sir,

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

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

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

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

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

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

Dated this _____ day of _____ 20_____.

Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE
(TENDER NO. DCT9909P19)

(Only exceptions/deviations, if any to be rendered)

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

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

Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

LETTER OF AUTHORITY

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

Sir,

Sub: Tender No. DCT9909P19.

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

is authorized to represent us to Bid, negotiate and conclude the agreement on my / our behalf with you against above mentioned tender for "Hiring of Transport services of readily available Trucks (Capacity- 10 Tons), Model: TATA LPT 1613 TC/42, TATA SE 1613 TC/42 or equivalent model of trucks with all standard fittings, manufactured not earlier than 01.01.2012 to be stationed at OIL's operational areas in Assam and Arunachal Pradesh for a period of three years.

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

Yours Faithfully,

Signature: _____

Name : _____

Designation: _____

For & on behalf of: _____

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

AUTHORISATION FOR ATTENDING BID OPENING

TO,
CGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub: OIL's IFB No. DCT9909P19

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Duliajan on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

&&&&&&&&

(BANK GUARANTEE FORMAT FOR BID SECURITY)

To:

M/s OIL INDIA LIMITED

CONTRACTS DEPARTMENT

DULIAJAN, ASSAM, INDIA, PIN - 786 602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer dated _____ for the provision of **"Hiring services of one no. readily available truck"** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **Tender No. DCT9909P19.**

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of **Rs.1,23,000/- (Rupees One Lakh Twenty-Three Thousand Only)** for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

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

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

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

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

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

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

STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the -----day of -----
The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

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

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____
Witness _____
Address _____
Date

Place _____

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

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

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

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

AGREEMENT FORM

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

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Schedule of work, unit, quantities & rates;
- (c) Section-III indicating the Special Conditions of Contract;
- (d) Section-IV indicating the Safety Measures.

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

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or

such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF:

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