

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPT, DULIAJAN

COVERING LETTER / INSTRUCTION TO BIDDERS (ITB)

Dear Sir(s)/Madam(s),

1.1 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

1.2 In connection with its operations, OIL wants to hire the services as mentioned in the Tender document at Company offered rates on one-applicant-one vehicle basis. One complete set of Bid Document covering OIL's IFB for hiring of the services is uploaded in OIL's web site www.oil-india.com. You are invited to submit your application on or before the scheduled bid closing date and time in the tender Box of Contracts Department. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

Tender No. / IFB No.	DCT5666L21
Description of Work / Service	Hiring the services of 85 (eighty five) Nos. of readily available TATA Indigo (Non AC Diesel) Cars, vintage not earlier than 01.10.2016, with all standard fittings and accessories for operational areas in Assam and Arunachal Pradesh for a period of 06 (six) months, extendable by another 06 (six) months.
Make & Model of Vehicle	Readily available TATA INDIGO CR4 ECS (Non AC Diesel) with standard fittings having BS IV or latest Emission norms. Colour: White
Location of Work	OIL's operational areas in Assam & Arunachal Pradesh.
Period of Contract	06 (six) months from the date of placement of the vehicle extendable by another 06 (six) months, if required, with a condition of termination of the Contracts at any time during the extended period.
Period of Submission of Applications.	20.11.2020 to 04.12.2020 (Till 12:45 HRS IST on 04.12.2020)
Bid/Application opening date & time	04.12.2020 at 13:00 HRS IST.
Tender Fee	Not Applicable
Application submission location	To be submitted in the Tender Box situated at the office of CGM-Contracts, Contracts Dept., Oil India Ltd., Duliajan – 786602, Assam.
Mobilization Period	02 (two) weeks from the date of issue of LOA or as mentioned in the LOA.
Quantum of Liquidated damages for default in timely mobilization.	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.
Performance Security	Rs. 10,000.00 in the form of Pay-In-Slip only.

2.0 The vendors empanelled for the subject service have been given in the attached Annexure-V:

Any interested applicant, other than those to whom the enquiry has been issued, who wishes to participate in the tender may apply and submit their application along with all the required documents as mentioned in Para 4.0 below.

Disclaimer: Authorization to participate in the tender does not guarantee award of contract).

This clause supersedes the note “Attention of Vendors for Flagged Tenders” available in company’s web site against Flagged Tenders.

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

- i) Application Format (Annexure-I)
- ii) Format for Bidder details (Annexure-II)
- iii) Affidavit Format (Annexure-III)
- iv) Dependent Joint Declaration Format for applicant whose parents are OIL employees (Annexure-IV)

4.0 BID SUBMISSION:

4.1 The applicants will have to submit the following documents:

- (i) Duly filled up Application Format (Annexure-I) in duplicate.
- (ii) Duly filled up Format for Bidder details (Annexure-II)
- (iii) Court Affidavit in original as per Format (Annexure-III)
- (iv) In case of Applicants, whose parents are OIL employees, Joint Declaration in the form of Court Affidavit in original as per Format (Annexure-IV)
- (v) Attested /self-attested vehicle documents like Regn. Certificate (RC), Insurance, Fitness Certificate, Road Permit, Pollution Certificate etc. which should be valid & up to date

In case the Insurance, Fitness Certificate, Road Permit, Pollution Certificate are not upto date at the time of submission of application, then the applicant/contractor shall have to submit the upto-date documents (Insurance, Fitness Certificate, Road Permit, Pollution Certificate) on or before placement of the vehicle. Without the up to date documents (Insurance, Fitness Certificate, Road Permit, Pollution Certificate) the Contractor(s) will not be allowed to place the vehicle(s) and the LOA issued/Contract awarded shall stand terminated without any notice.

4.2 Applicant(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- 786602 (ASSAM)

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

4.3 The following should be written on the envelope containing the offer:

Tender No.: **DCT5666L21** (Hiring services of **readily available Indigo, Diesel, vehicles**).

Bid Closing Date & Time : _____

TENDER NO: DCT5666L21

Category of Vehicle : _____
Bidder's name : _____
Bidder's mailing address : _____

- 4.4 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.
- 4.5 In case the bid closing date happens to be a bandh/holiday, the same will be deferred to the same time of the next working day (except Saturday).
- 4.6 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.
- 4.7 The applications will be scrutinized and provisional selection will be made solely as per technical criteria & procedures outlined. The provisionally selected applicants shall then be considered for further processing
- 5.0** Letter of Award (LOA) shall be issued to the provisionally selected parties.
- 6.0** Performance Security for an amount of **Rs. 10,000/-** (*Rupees Ten Thousand*) only in the prescribed manner shall have to be deposited by the parties to whom LOA shall be issued within 1 (one) week from the date of issue of LOA.
- 7.0** The applicants to whom LOAs have been issued will then have to sign the formal contract agreement and report to GM-Logistics for placement of the vehicles within 02(two) weeks from the date of issue of LOA or as mentioned in the LOA.
- 8.0** The contract shall be made in line with approved rates, terms and conditions of the Tender. The details of the tender may be viewed at OIL's website www.oil-india.com and shall also be displayed at the notice board of Contracts Dept, Oil India Ltd., Duliajan.
- 9.0** Although the actual total requirement of vehicles to be hired is **85** (*eighty five*), a **waiting-list** of 25 (twenty five) provisionally selected applicants in order of priority ranking shall/may be maintained with validity for 03 (three) months from the date of Tender opening to fill up any vacant position due to cancellation or additional requirements. The wait-listed applicants if selected shall have to place the vehicles within 02(two) weeks from date of issue of LOA.
- 10.0** In case of any unprecedented Bandh /Holiday on the last date of submission and /or receipt of applications mentioned in the Tender, the same shall be extended to the next working day except Saturday.
- 11.0** **PERFORMANCE SECURITY DEPOSIT:** The Performance Security is to be deposited solely in the prescribed "**Pay-in-Slip**" mode available at **Duliajan Branches** of UBI / UCO / SBI / CENTRAL BANK / CANARA BANK / INDIAN BANK / UNION BANK OF INDIA / INDIAN OVERSEAS BANK in favour of OIL INDIA LIMITED, DULIAJAN. Applicants not depositing Security Deposit in the above prescribed manner will not be accepted. Refund of Performance Security Deposit will be made after 3(three) months of successful completion of the contract in the name of applicant as per the bank details provided in the application.
- 12.0** The rates, terms & conditions of the contracts are as per minimum rates of wages notified by Govt. of India and as detailed in SOQ & SCC.

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- 13.0** The successful applicants will have to place their vehicles with the period from Dec'2020 to April' 2021. The exact date of placement will be intimated to the successful applicants in their respective LOAs at least two weeks prior to the schedule placement date of the vehicle.
- 14.0** **TECHNICAL CRITERIA / SPECIFICATIONS FOR HIRING:** Applicants shall have to fulfil the following technical criteria specifications as under:
- i) Make & Model: :Readily available TATA INDIGO CR4 ECS (Non AC Diesel) with standard fittings having BS IV or latest Emission norms.
Colour: White.
- ii) Vintage :Not earlier than 01.10.2016.
- iii) Crew :The vehicle should be provided with Services of 1 (one) Driver.
- 15.0** **The vehicles will be hired in order of year/month of make (lesser vintage will get higher priority). In case two or more bidders offer vehicles with same vintage then vehicle with latest registration will be given higher priority. For identical situations, priority amongst the similar bidders will be decided through draw of lots.** The successful applicants will have to place their vehicles within the period from Dec'2020 to April' 2021. The exact date of placement will be intimated to the successful applicants in their respective LOAs.
- 16.0** **BID REJECTION CRITERIA (BRC):** The applications shall generally conform to the technical specifications outlined under para 14.0 above with rates, terms and conditions as offered by Company in Section-II, SOQ of the Tender.
- a) Applications will be rejected in case vehicles offered do not conform to the required parameters stipulated in the technical specifications mentioned above.
- b) The principle of **one-person-one-vehicle** only will be applicable to this tender.
- c) Vehicles registered as **commercial/professional vehicles** only will be considered.
- d) The applicant shall fill up the requisite application form in all respects and also submit the requisite affidavit(s), and other relevant declaration formats with proper & correct details affixing his/her signature & photograph on the application form. The same should be submitted at the **TENDER BOX** of the office of CGM-Contracts within the stipulated period mentioned in the tender. Applications received after the deadline for submission as stipulated in the tender will not be accepted.
- e) The vehicle must be registered in the applicant's name only with authentic vehicle documents like Regn. Certificate, Insurance, Fitness Certificate, Road Permit, Pollution certificate etc. which should be valid & up to date and to be submitted along with the application. In case the Insurance, Fitness Certificate, Road Permit, Pollution Certificate are not upto date at the time of submission of application, then the applicant/contractor shall have to submit the upto date documents (Insurance, Fitness Certificate, Road Permit, Pollution Certificate) on or before placement of the vehicle. Without the up to date documents (Insurance, Fitness Certificate, Road Permit, Pollution Certificate) the Contractor(s) will not be allowed to place the vehicle(s) and the LOA(s) issued/ Contract(s) awarded shall stand terminated without any notice.
- f) If the applicant is a son/daughter/ spouse of any employees of OIL then the applicant shall have to submit a declaration jointly with the employee in the

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form of an affidavit in this regard and confirm thereby to produce a Certificate from the ER/Personnel Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list before issuance of LOA. Ref. Annexure-IV (Affidavit). If the applicant happens to be a son/daughter/ spouse of any OIL employee but does not submit Affidavit (as per Annexure-IV) and/or the Certificate from the ER/Personnel Department as mentioned above his/her application will be rejected.

- g) If the applicant happens to be an employee of any Government / Quasi Government / Public Sector Undertaking, same shall be rejected. Affidavit as per format given in Annexure-III to be submitted to this effect failing which the offer will be rejected.
- h) Applications shall be received from individuals only. If application is found to be from any firm / organization / enterprise / company, then it shall be rejected.
- i) Date of manufacturing of the offered vehicles should be on or after 01.10.2016. Vehicles with manufacturing date prior to 01.10.2016 will be rejected. Vehicles of lesser vintage will get higher priority. In case only year of manufacturing is available, the vintage would be considered as 1st January of the year of manufacturing. In case both month and year of manufacturing are available, the vintage would be considered as the 1st day of the month of manufacturing. In case two or more bidders offer vehicles with same vintage then vehicle with latest registration will be given higher priority. For other identical situations, priority amongst the similar bidders will be decided through draw of lots.
- j) If the age of the applicant is found to be below 18 years on the date of submission of application.
- k) Any incomplete form will be summarily rejected and shall not be considered for further evaluation.
- l) In case, any declaration provided by the applicant in the application form does not match with the documentary evidence provided in support of the same then such application(s) will be summarily rejected and shall not be considered for further evaluation.
- m) If at any stage it is found that an applicant has submitted more than 1 (one) application in his / her name against the tender, i.e. either after the submission of applications or during scrutiny of applications of provisionally selected applicants or during pendency of award of contract, then all the applications submitted by such applicant(s) will be rejected and the Performance Security submitted, if awarded contract(s) to such applicant(s), will also be forfeited.

17.0 IMPORTANT NOTES:

The tender will be governed by the following bid documents:

- Covering Letter / ITB** - Covering Letter with Instructions to Bidders (ITB).
- General Conditions of Contract** - GCC
- Schedule of Work, Unit and Quantity** - SOQ
- Special Conditions of Contract** - SCC
- Safety Measures** - SM

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- **Annexures** - Application Format (Annexure-I), Bidder Details (Annexure-II), Court Affidavits (Annexure-III), Non-Dependent Joint Declaration Format (Annexure-IV).

The complete tender details may be viewed in OIL's website <http://www.oil-india.com/> under National Tenders section.

- 18.0 TRANSFERRABILITY OF BID DOCUMENTS:** The applications / bid documents are not transferrable and can be submitted only in the name of the bidder in whose name the application has been issued. Unsolicited offers will not be considered and shall be rejected outright. No application can be modified or withdrawn after the last date for submission of application.
- 19.0 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.
- 20.0 NOTIFICATION OF RESULTS:** OIL shall display the results of successful applicants in the notice board at the office of CGM-Contracts, Oil India Ltd., Duliajan, Assam.

FOR RESIDENT CHIEF EXECUTIVE

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APPLICATION FORMAT (Annexure – I)

Tender No: DCT5666L21 - Hiring of readily available Indigo vehicles

I hereby submit my application for participating in the above tender with details as below:-

- a) Category of Vehicle : Indigo.....
- b) Registration Number :
- c) Name of Registered Owner :
- d) Vehicle Model & Make :
- e) Date of Manufacture of Vehicle:
- f) Date of Registration :
- g) Engine Number :
- h) Chassis Number :

Paste recent color photo of Applicant

1	Full Name of Applicant (in CAPITAL letters)		
2	Father's Name (in CAPITAL letters)		
3	Sex (Tick <input checked="" type="checkbox"/>) in appropriate box)	Male <input type="checkbox"/>	Female <input type="checkbox"/>
4	Date of birth of Applicant	D D M M Y Y Y Y <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
5	<u>Address of Applicant:-</u> House No / Street Name: _____ Village / Town / City : _____ P.O. / P.S. : _____ _____ District: _____ PIN: _____ Telephone / Mobile No: _____ E-Mail ID : _____		
6	OIL Vendor Code No : (if available, please provide or else tick <input checked="" type="checkbox"/> No)	If Yes <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Code No)	No <input type="checkbox"/>
7	Whether working in Central Govt/State Govt/PSU (Tick <input checked="" type="checkbox"/>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8	Whether dependent of any OIL employee in service. (Tick <input checked="" type="checkbox"/>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9	In case of dependent of OIL employee, Whether Affidavit as per the format given in annexure-IV has been submitted. (Tick <input checked="" type="checkbox"/>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10	Copies of vehicle documents submitted (Tick <input checked="" type="checkbox"/>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Self-Declaration: The information furnished by me in this format and enclosures are true and correct and I am solely responsible for their accuracy. In case any information provided by me is found to be false, my application is liable to be rejected and contract awarded to me, if any, shall also be terminated. I further hereby confirm my acceptance to all the rates, terms and conditions of the above noted tender.

Date: _____

(Signature of the Applicant)

TENDER NO: DCT5666L21

ANNEXURE - II

FORMAT FOR BIDDER DETAILS

(To be filled up by the Bidder / Applicant)

Tender No: DCT5666L21 - Hiring of readily available Indigo vehicles

Name of the Bidder/Applicant: _____

Father's Name: _____

Husband's Name (if applicable): _____

Date of Birth: _____

Sex: _____

Registered Postal Address with PIN Code: _____

Telephone No.: _____

Mobile No.: _____

E-mail ID: _____

Fax No.: _____

Vendor Code No. with OIL (if available): _____

PAN No.: _____

VAT Regn. No (if available): _____

GST Regn. No (if available): _____

BANK DETAILS OF BIDDER:

(a) Name of Bank, Branch Code & Address: _____

(b) Account Type (Savings/Cash credit/Current): _____

(c) Account No. (as appearing on Pass Book/Cheque Book): _____

(d) IFSC Code of the Branch (For RTGS / NEFT): _____

(e) 9 Digit MICR No of Bank & Branch as appearing on the Cheque: _____

Yours faithfully,

Signature of Bidder / Applicant: _____

Name of Bidder / Applicant (in Capital Letters): _____

Annexure - III
FORMAT FOR COURT AFFIDAVIT

(TO BE SUBMITTED ALONGWITH THE APPLICATION IN ORIGINAL BY THE APPLICANTS)
(TENDER NO: DCT5666L21)

BEFORE THE NOTARY AT ::: ASSAM

A F F I D A V I T

Dated

I, Sri/Smti _____, son / daughter / wife of _____,
_____, aged about _____ years, resident of _____
_____, P.S. _____ & P.O. _____,
District _____, State _____ do hereby solemnly affirm and declare on
oath as follows:-

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

OATH

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

Identified By

DEPONENT

(Advocate)

TENDER NO: DCT5666L21

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

NOTARY

ANNEXURE – IV

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

**(Applicable to the Dependent Sons/daughter/parents only)
BEFORE THE NOTARY AT :: ASSAM**

TENDER NO : DCT5666L21

Hiring the services of
.....

A F F I D A V I T

Dated

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

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

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

- (1) That, the abovenamed deponents are the citizens of India and permanent resident of the abovementioned address.
- (2) That, the Deponent No. 1, i.e. Shri/Smti. _____ is the father/mother/son/daughter of the Deponent No. 2, who is serving as _____ under Oil India Limited, in the Department of _____, having Regd No./Saalary Code..... and hence the name of the Deponent No. 2 has been recorded as dependent in the dependent list of OIL.
- (3) That, the Deponent No. 2 intends to participate in the Tender No. Floated by Oil India Ltd., Duliajan, for supply of
- (4) That, the Deponent No. 1 & 2, jointly declares and undertakes that if the Deponent No. 2 is found eligible for the award of contract under the said Tender to supply of desired vehicle, then his/her name shall be deleted from the dependent list of OIL and accordingly Deponent No.2 will submit a certificate before the issuance of LOA from the concern department showing that his/her name is deleted from the dependent list of OIL.
- (5) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

TENDER NO: DCT5666L21

OATH

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

Identified By

DEPONENT NO. 1

(Advocate)

DEPONENT NO. 2

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

NOTARY

Part I
General Conditions of Contract (GCC)

DESCRIPTION OF SERVICES:

Hiring the services of 93 (NINETY-THREE) Nos. of readily available TATA Indigo (Non AC Diesel) Cars, vintage not earlier than 01.10.2016, with all standard fittings and accessories for operational areas in Assam and Arunachal Pradesh for a period of 06 (six) months, extendable by 06 (six) months.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

AND

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

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

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

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES

In this contract, unless the context otherwise requires:

- 1.1 "**AGREEMENT**" means this service agreement.
- 1.2 "**AREA OF OPERATIONS**" means the Company's oilfield operations in the States of Assam and Arunachal Pradesh.
- 1.3 "**BASE STATION**" means the station as set out in Part-II (SOQ) hereof where the vehicle(s) / equipment shall be permanently based, (i.e. based for minimum period of 10 (Ten) days at a stretch) which may be changed at the discretion of the Company.
- 1.4 "**BID OPENING DATE**" means the date on which the Tender was opened by the Company against the finalisation of this agreement.
- 1.5 "**BREACH OF CONTRACTUAL OBLIGATION**" means amongst others also the following:
 - i) Carriage of unauthorised passengers by the Contractor while under this agreement with the Company.
 - ii) Unauthorised use of the vehicle(s)/equipment when released to the Contractor for undertaking its deployment for any other business purpose.

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- iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and;
 - iv) Failure of the Contractor to place the vehicle(s) for inspection as and when directed by Company's Engineer.

 - v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.

 - vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.
- 1.6 "**COMPANY**" means Oil India Limited.
- 1.7 "**COMMENCEMENT OF SERVICE**" means the date of placement of the first vehicle / equipment under this Agreement.
- 1.8 "**COMPANY ENGINEER**" means the following:
- i) GM-Logistics or his nominee in case of the following events:
 - a) Initial and subsequent inspection of vehicle(s)/equipment;
 - b) Scrutiny of documents regarding Contractor's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc;
 - c) Initial placement of vehicle(s)/equipment with a user department
or
Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
 - d) Release of vehicle(s)/equipment upon conclusion of this agreement;
 - e) Assessment of time to be allowed for repairs in case of accident;
 - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition
or
Unruly behaviour of the crew or repeated defaults by the Contractor; and
 - g) Instruct Contractor to replace by more suitable hand of Driver(s)/crew engaged for operating the vehicle/equipment.

 - ii) The Head of the user department or his/her nominee in case of the following:
 - a) Normal day-to-day operation of service after placement under the respective department;
 - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling
 - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
 - d) Allotment of daily duties and timings for reporting and release;
 - e) Certification of daily log sheets;
 - f) Authentication of monthly statement-cum-bill
 - g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.

 - iii) CGM-Contracts in case of the following events:
 - a) Release/forfeiture of Security Deposit/Earnest Money (Bid Security);
 - b) Any dispute under this Agreement as to the Contractor's obligations or otherwise;
 - c) Determination of instances of shut down or standby due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Contractor.
- 1.9 **CREW:** Means Supervisors, Operators, Drives, Handymen/ Helper(s)/Jugalees attached to the vehicle(s)/equipment, as defined in the Clause: 1.13, 4.10.

- 1.10 "**DUE DATE OF PLACEMENT**" means the date stipulated in Clause No.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 this Agreement.
- 1.13 "**DRIVER / OPERATOR**" means an individual including owner of the vehicle who chooses to drive the vehicle, possessing sound mental and physical health, who is in possession of an appropriate valid professional Driving License issued by the Regional Transport Authority, who is driving vehicle under the Contract.
- 1.14(A) "**DEFAULT**" means any of the following commissions or omissions by the Contractor or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations:-
- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
 - b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
 - c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
 - d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
 - e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
 - f) Non-supply of fuel;
 - g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and / or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;
 - h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer;
 - i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
 - j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
 - k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
 - l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
 - m) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Contractor to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.

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- n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
 - o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;
 - p) Non-availability of services due to unauthorized/lightening strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- 1.14(B) In case of Default not leading to shutdown, the Company's Engineer shall notify the Contractor to remedy the defect within reasonable time and till such defect is remedied, if necessary the vehicle(s)/equipment shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.
- 1.15 "**FIXED CHARGE PER MONTH**" means fixed charge mentioned under Part-II(SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding GST) as applicable, insurances and wages of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave etc. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty at a stationary place when there is no km run. Fixed Charge per Month is exclusive of PF, ESI, Cost of Uniform, GPAP and any other reimbursable charge/payment as mentioned in the MoS dated 24.01.2014.
- 1.16 "**HOLIDAY**" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Contractor would be required to give to his/her Crew as per the aforesaid Act.
- 1.17 "**NORMAL HOURS/TIMINGS OF DUTY**" means the duty hours, which may be stipulated or instructed by the Company's Engineer.
- 1.18 "**HANDIMEN/HELPER/JUGALEE**" means such crew engaged by the Contractor and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.
- 1.19 "**INSPECTION**" means initial inspection and inspection carried out as and when desired by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.
- 1.20 "**INSURANCE**" means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.
- 1.21 "**LICENCE AND PERMITS**" means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:-

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

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

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

1.26(a) "**PRO-RATA FIXED CHARGE PER DAY**" means the Fixed Charge per month as per Item No.10 of Para 11.0 ,Part-II(SOQ), divided by 30(Thirty) days.

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

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

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

1.29 "**RUNNING CHARGE PER KILOMETER**" means the rates stipulated in Item No. 20 of Para 11.0 Part 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

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etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.

- 1.30 "**STIPULATED HOURS OF SERVICE PER DAY**" means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.
- 1.31 "**STATUTORY ACTS**" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following:
- a) The Motor Vehicle Act, 1988,
 - b) The Motor Transport Worker's Act, 1961,
 - c) The Contract Labour (Regulations & Abolition) Act, 1970,
 - d) The Minimum Wages Act, 1948,
 - e) The Employees Provident Fund & Miscellaneous Act, 1952,
 - f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
 - g) The Workmen Compensation Act, 1923 &
 - h) Industrial Disputes Act, 1947
 - i) Industrial Employment (Standing Order Act, 1946)
 - j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
 - k) Payment of Wages Act, 1936.
 - l) Any other Act as applicable from time to time.

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

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

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

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

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

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

ii) Re-fuelling time for the vehicle(s)/equipment stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s)/equipment stationed at other base station the time and kms will be

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determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the vehicle(s)/equipment is/are more than 3500(Three Thousand Five Hundred) Km/month, the Head of the user department will determine the additional no. of re-fuelling required. This Kilometer and time will not be charged to the Contractor.

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

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

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

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

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

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

1.37 **GENERAL REMARKS ON TAXES & DUTIES:**

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

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

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

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

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- GST.** Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 1.37.4 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 1.37.5 **Where the OIL is entitled to avail the input tax credit of GST:**
- a) OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.
- b) The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 1.37.6 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- a) OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 1.37.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 1.37.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 1.37.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 1.37.10 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 1.37.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 1.37.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 1.37.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 1.37.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 1.37.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be

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

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

Any invoice issued shall contain the following particulars

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

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

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

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

1.37.26 Anti-profiteering clause

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

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

2.0 DESCRIPTION OF WORK:

2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-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

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envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

- 2.3 The rates agreed/accepted by the Contractor as set-out in Part-II(SOQ) hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Part-II (SOQ) hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.
- 2.4 The Contractor shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.
- 2.5 The Contractor shall hereby undertake to pay to his/her (Crew/Staff), applicable minimum wages payable under the Minimum Wages Act, 1948 or as per MoS dated 14.01.2014, whichever applicable, to the Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the currency of this Agreement. He/She further undertakes to pay all his/her operating staff, if any, working under this Agreement the due wages in time including any arrears of wages which may arise due to escalation of applicable minimum wages by the Central Government or due to revision of the said MoS.

3.0 MANNER OF CONDUCTING WORK:

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

4.0 OBLIGATIONS OF THE CONTRACTOR:

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

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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 5(five) 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 unauthorized release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.

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- 4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.
- 4.11 The Contractor shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.
- 4.12 The Contractor should ensure that the Driver(s)/Helpers/Jugalees/Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Contractor.
- 4.13 The Contractor must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.
- 4.14 The Contractor shall undertake only journeys authorized by the Company's Engineer. Any unauthorized journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.
- 4.15 The Contractor would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.
- 4.16 The Contractor shall indemnify the Company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 4.17 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Contractor shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.
- 5.0 **PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:-**
- 5.1 The Contractor shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any violation of law due to crossing of the speed limits shall have to be addressed by the Contractor entirely at his/her own cost.
- 5.2 The vehicle(s)/equipment described/set out in Part-II hereof must be equipped with all standard fittings, accessories, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Acts, 1988.
- 5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.

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

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

6.0 RIGHTS OF COMPANY'S ENGINEER:

- 6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer. The vehicle on company duty will be Tested/Inspected by company engineer as and when required.
- 6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.
- 6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Contractor to the satisfaction of the Company's Engineer.
- 6.4 The Company's Engineer shall have power amongst others as follows:-
- a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;
 - b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
 - c) Instruct the Contractor to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
 - d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.

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

7.0 SECURITY DEPOSIT:

- 7.1 The transport supplier shall upon acceptance of the tender, pay to the Company within one week of issue of Letter of Award (LOA) a Security Deposit amounting to **Rs. 10,000.00 (Rupees Ten Thousand)** only by way of PAY-IN-SLIP mode available at Duliajan bank branches of UBI / UCO / SBI / CENTRAL BANK / CANARA BANK / INDIAN BANK / UNION BANK OF INDIA / INDIAN OVERSEAS BANK in favour of OIL INDIA LIMITED, DULIAJAN 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 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:

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- (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.8.1 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 Transport Supplier.
- 7.3 In the event of an occurrence as envisaged in clause No.7.2 (b) & (c), the Transport Supplier will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Transport Supplier to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Transport Supplier 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 Transport Supplier 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 drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down, the Contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Contractor's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.
- 8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.
- 8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, MVI(Motor Vehicle Inspector) report and copy of garage certificate (in case of damage

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of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by GM-Logistics. Company has the right to inspect/cross check such declaration by physical verification/test run etc. If satisfied with the documents submitted, GM-Logistics shall waive the liquidated damage and his decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of:-

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

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

8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's GM-Logistics which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges. Before placement of the vehicle on Company's duty after accident/any mishap etc. an Inspection/Test of the vehicle will be carried out for road worthiness.

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

9.0 TERMINATION:

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

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

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

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

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

- (a) Register of Employees in Form A

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

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

STATUTORY OBLIGATIONS OF CONTRACTOR:

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

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

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

14.5 **INDEMNITY AGREEMENT:**

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

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

14.8 **INDEMNITY APPLICATION:**

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

14.9 **INSURANCE:**

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

15.0 **TAXES & LEVIES:**

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

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

16.0 **ASSIGNMENT:**

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

17.0 **SUB-CONTRACT:**

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

18.0 **STATUTORY OBLIGATIONS:**

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

19.0 **SET OFF CLAUSE:**

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

20.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

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

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

22.0 **THEFT OF VEHICLE:**

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

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

Section-II
SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

1. Hiring the services of 85 (eighty five) Nos. of readily available TATA Indigo (Non AC Diesel) Cars, vintage not earlier than 01.10.2016, with all standard fittings and accessories for operational areas in Assam and Arunachal Pradesh for a period of 06 (six) months, extendable by 06 (six) months.
2. Vintage of Equipment / Vehicle(s) : **Vehicles with vintage prior to 01.10.2016 shall not be considered.**
3. Tenure of Agreement : 06 (six) months from the date of placement of the vehicle extendable by another 06 (six) months, if required, with a condition of termination of the Contracts at any time during the extended period.
4. Area of Operations : OIL's operational areas in Assam & Arunachal Pradesh.
6. Tendered cost of fuel : **Rs 79.09 / litre (HSD)**
7. Mobilisation Period : Two weeks from the date of issuance of LOA or as mentioned in the LoA. The successful applicants will have to place their vehicles within the period from Dec'2020 to April' 2021. The exact date of placement will be intimated to the successful applicants in their respective LOAs.
8. Periodic inspection / test : a) On initial placement; and
b) As and when considered necessary by the Company Engineer during the tenure of Agreement.
9. Normal hours/timings of duty/day: As may be stipulated by the Company's Engineer.
10. **SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES:**

Item No.	Description of Service	Unit	Rate per Unit (Rs.)
10	Fixed Charge per month (vehicle for 24 hrs & driver's normal duty for 8 hrs per day)	Month	33,189.81
20	Running Charge per km at tendered price of fuel (HSD) of Rs.79.09/litre	Kilometer	5.58
30	Single OT for Driver beyond 8 th hours & up to 9 th hours duty	Hour	61.75
40	Double OT for Driver beyond 9 th hours duty	Hour	150.75
50	Overnight Halting Charge per night (outstation)	No	350.00

11. Above rates include all liabilities including statutory liabilities but excluding PF, ESI, GPAP, Cost of Uniform/Safety items and 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

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the absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor. Any input credit benefit received by the party must be passed on to OIL. Fixed Charges also includes vehicle for 24 hours availability with services of Driver / Helper / relief crew for 8 hours normal duty every day.

12. The above rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following as mentioned in para 13 & 14 below.

13. 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.79.09** 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 will be calculated @ **Rs. 0.050/km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0 (zero).

14. The wages & Overtime of driver/helper/relief crew are as per M.O.S. dated 24.01.2014/minimum rates of wages notified by Govt. of India. The rates are liable to change depending on notifications issued by the Govt of India.

15. The contractor must also submit a Certificate (declaration as per format available at the office of the CGM-Contracts) duly signed by both the contractor & Driver/Helper along with the monthly statement-cum-kilometrage bill of each subsequent month in support of payment of the wages to driver/helper. Actual payment will be made by OIL only after receipt of proof of payment to the driver/helper i.e. Proof of cashless transaction /payment made to the driver(s) in support of submitted wage duly acknowledged by the driver/helper in the Certificate / Format for "Declaration of payment of wages to driver/helper. Further a declaration regarding payment of relief crew will be given by the contractor as per specified Proforma.

16. The Contractor(s) shall have to pay monthly wages to his/her/their crew/staff engaged under this contract as per minimum rates of wages notified by Govt. of India. The current applicable rates of wages are as given below:

Wage component of Driver for 8 hours duty (wage per day including Bonus amount of Rs. 19.17): **Rs. 622.17.**

*******XXX*******

Section-III
Special Conditions of Contracts (SCC)

1.0 Contracts will be awarded to successful bidders on one-applicant-one-vehicle basis at Company offered rates. The successful bidders shall have to place their vehicles any day during the period from Dec'2020 to April 2021 within a period of two weeks from the date of issuance of LoA. If contract is awarded to eligible applicant offering vehicle running under existing contract of OIL, placement date of vehicles against such Contract will be scheduled only after expiry of the existing contract.

2.0 Primary location of the vehicles will be allocated at the time of placement of the vehicles. Company reserves the right to place the vehicles at anytime, anywhere in Company's operational areas in Assam and Arunachal Pradesh depending upon the operational exigencies during the pendency of the contract.

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

4.0 The operating rates will be offered by Oil India Ltd and the offered fixed charges per month are subject to revision as per notification issued by Govt. of India in relation to wage revision to the Driver(s) engaged as notified by Govt. of India from time to time. Payment to driver(s) to be made in line with the MoS dtd.24.01.2014/ applicable MoS and as per the applicable minimum wages as notified by Ministry of Labor & Employment, Govt. of India, which shall also apply to this tender.

5.0 Regular due payments to the drivers(s) is/are to be made by the contractor before expiry of the 10th day of every month as per THE PAYMENT OF WAGES ACT, 1936, irrespective of release monthly bill cum statement from the company.

6.0 An amount of Rs.3500/- (Rupees three thousand five hundred only) per annum per crew member, against uniform & safety shoes for each driver(s), excluding relief drivers, will be reimbursed ,on submission of proof of expenditure in original made against the same. However, this will not be applicable for vehicles already running with OIL (as given in Annexure-I) for the same period of eligibility and for the same driver.

7.0 All terms and conditions of MoS dtd.24.01.2014/ applicable MoS shall apply to this tender.

8.0 Contracts will be awarded on the basis of "one-applicant-one-vehicle" and the award of contract will be done on the basis of vintage of the vehicles. Vehicle with **lesser vintage will get higher priority**. No mutual transfer of base station i.e. Digboi / Moran /DJN etc. will be entertained after the placement of the vehicle. However, Company reserves the right to place the vehicles at any place of Company's operational areas in Assam and Arunachal Pradesh depending upon the operational exigencies.

9.0 Present requirement of vehicles under this tender is approximately 85 Nos. However, depending on Company's requirement more vehicles (type and primary location shall be as per Company's requirement) may be hired in future from the Priority List under this tender which shall remain valid for 03 (three) months from the date of Tender opening. However, Company reserves the right to extend the validity of the Priority List suitably.

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- i) The contractor should be personally present at the time of placement of the vehicle.
- ii) The contractor must provide medical fitness certificate of the driver from govt. recognized medical officer/govt. registered medical practitioner at the time of placement or during any change of the regular driver.
- iii) In company's opinion, if a driver is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he may not be issued any entry pass. In that event the contractor has to replace the driver on getting advice from the company.
- iv) The driver should always wear proper uniform while attending duties.
- v) Only adult persons are to be employed by the Contractor.
- vi) Contractor must provide dully filled up FORM-O (Annexure III) of Oil mines regulation act 2017 (Report of the medical examination of driver under rule 29-B) at the time of placement.
- vii) In case of any accident etc., the Contractor should liaise with the concerned Police Station and District Authority for the safety of his crew and the Vehicle and must inform in writing to the user department about the cause of accident etc. immediately.

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

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

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

13.0 Entry passes for OIL's protected areas will be issued by the company against written request from the contractor with full details, photograph etc. only for 2(two) persons against this contract i.e. one for the driver & the other for the contractor or his authorized representative.

14.0 Refund of outstanding monthly bill or any claim for reimbursement on account of increase in Road Tax / Insurance will be allowed subject to submission of satisfactory documentary evidence etc. and must be done within three months from the date of release of the vehicle. Belated claims may not be entertained.

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

16.0 The vehicle should be fitted with all applicable standard fittings/accessories like audio reverse gear alarm, fog lights, foot-step etc. If required, Company may ask for fitment of VTS (Vehicle Tracking System) in the vehicle and the contractor shall have no objection to it. Vehicle must also be properly and thoroughly sanitized at regular intervals and additionally as and when instructed by the Company's Engineer/Officer.

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

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18.0 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.

19.0 Before engaging any driver at the time of initial placement or subsequently, the driver's name should be cleared by Logistics department for credentials etc.

20.0 Under no circumstances, the vehicle should carry out / involve in any unlawful activities / duties. In the event of any such case, the contractor will be held responsible for the consequences.

21.0 The Security Money deposited will be refunded to the contractor only after 03(three) months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. If any lapse found such as pending driver payments, withdrawal of vehicle before completion of contract period etc., PBG may not be released.

22.0 TERMS OF PAYMENT:

22.1 On receipt of the Monthly statement-cum-kilometer-age bill, the Company's Engineer/Office 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 submitted by the contractor must be accompanied with the following:

- (i) Daily Log Sheets in original for the month.
- (ii) Wage Slip (Form XIX) of the driver(s) engaged for operation of Vehicles in the previous month.
- (iii) Proof of cashless transaction /payment made to the driver(s) in support of submitted wage.
- (iv) Register of Loan and recoveries (Form C),if applicable.
- (v) Form B (Wage register)
- (vi) Monthly attendance sheet of the driver(s) engaged by the contractor.
- (vii) GSTN Invoice (if applicable)
- (viii) Any other document in this regard, if required.

22.2 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.

22.3 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.

22.4

(a) The payment declared should not be less than that of the rate(s) mentioned in MoS dtd.24.01.2014/ applicable MoS or as per Govt. minimum wage notification whichever is higher.

(b) The above declaration on payment of wages should be for the previous month only e.g. the declaration to be submitted along with the bill of May 2021 should be for the payment of wages for the month of April 2021.

23.0

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

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

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

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

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

i.) Contractor shall maintain Wage Register in FORM B indicating the wage disbursed by the contractor.

ii.) Contractor shall maintain Register of Loan and Recoveries in Form C by the contractor.

24.0 The wages etc. due to the driver(s) as per provisions of MoS dtd.24.01.2014/ applicable MoS, must be paid in full in time, as mentioned in the agreement through A/C payee cheque/electronic mode . The contractor must also submit a certificate(declaration as per format may be seen at the office of the HoD (Contracts) or HoD (Logistics) duly signed by both the contractor & Driver(s) along with the monthly statement-cum-kilometrage bill of each subsequent month in support of payment of the wages to driver(s) as mentioned in Para-12 Part-II(SOQ) .

25.0 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 Authorized 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 Authorized Personnel, otherwise the Monthly kilometrage Statement-cum-bill shall not be accepted. Proforma-I (Daily Logbook) must be made out in duplicate of which second copy be retained by the Contractor for preparing the monthly kilometrage statement-cum-bill only at the end of each month.

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

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

-Such kilometrage and time as may be involved on standby where kilometrage done for refueling is in excess of 5(Five) kms. Or time taken is more than 30(Thirty) minutes. In case a vehicle is allocated for operation in Arunachal Pradesh, Company may have to supply fuel for the vehicle allocated against written request of the contractor and security money deposited for this purpose due to non availability of public fuelling station in nearby area (within 5Km range). In the event of above, Company will not charge any additional amount over the prevailing fuel price.

-Such hours/days or part thereof as may be involved on standby per month where time taken for routine servicing and maintenance exceeds 48(Forty Eight) hours (2 days).

-Such hours/days or part thereof as may be involved in any month when the vehicle(s) was/were shut down due to default or otherwise.

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

A) Deductions for defaults / 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 kilometrage and corrections as per Clause 5.11 of Part-I under General Terms and Conditions of Contract.

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

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26.0 The Company reserves the right to extend the contract beyond 06 months at its own discretion for an additional period of 06 (months) as per requirement with a condition of terminating the Contract at any time during the extended period, and such extension shall be binding on part of the contractor.

27.0 Parking fees as applicable will be reimbursed subject to submission of necessary requisite/vouchers in original.

28.0 The contractor shall faithfully discharge his obligations under all applicable laws in respect of this contract as well as the motor vehicles act/rules etc. and keep the vehicle and the employee therein fully covered of all risks and accidents. The contractor shall engage as many numbers of drivers as may be necessary to maintain uninterrupted supply of service of the vehicle for 8 hours daily or if necessary beyond the said period for seven days a week.

29.0 Any claim of damages to the vehicle while on company duty must be submitted within 2(two) months from the date of incident. Belated claim shall not be entertained for settlement for whatever the reasons thereof.

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

31.0 Contractor shall have to submit details with his / her colored photograph as per format in Annexure-A.

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

33.0 APPLICABLE TERMS AND CONDITIONS DUE TO IMPLEMENTATION OF MOS DATED 24.01.2014:

(a) An annual increase in the daily rate of wages will be made effective from 01.01.2014 onwards till expiry of contract as below:

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

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

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

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

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

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

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

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

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

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

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

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

Total : Rs 3,500.00 per year

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

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

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

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

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

(ii) *The person is found medically unfit.

(iii) For any riotous behavior and indiscipline.

(iv) Any person with adverse records.

*Note:

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

ii) In case of any contradiction between "Applicable Terms and Conditions due to Implementation of MoS dated 24.01.2016" and any other clause of the Tender, then Applicable Terms and Conditions due to Implementation of MoS dated 24.01.2016 will prevail.

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

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To
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

SUB: SAFETY MEASURES
Tender No: **DCT5666L21**

Description of Work / Service:

Hiring the services of 93 (NINETY-THREE) Nos. of readily available TATA Indigo (Non AC Diesel) Cars, vintage not earlier than 01.10.2016, with all standard fittings and accessories for operational areas in Assam and Arunachal Pradesh for a period of 06 (six) months, extendable by 06 (six) months.

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 authorised 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 person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,2017 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

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person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating unless it is specified in the contract. Ensure that all sub-contractors (if any, as per provision of the contract) hired by him/them comply with the same requirement as the contractor 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 follow the Safe Operating Procedure (SOP) of the Company, for the work to be carried out.

4. 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.

5. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME as per applicable statute. They may be issued cards/certificate stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

6. For the vehicles deployed in Mines areas, the contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment 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.

7. For the vehicles deployed in Mines areas, the return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year (if applicable). However, for contracts of less than one year, returns shall be submitted monthly.

8. 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.

9. 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.

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

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

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12. 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.
13. 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.
14. The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers 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.
15. To arrange daily tool box meeting and regular site safety meetings and maintain records in case of vehicles deployed in Mines areas.
16. For the vehicles deployed in Mines areas, records of daily attendance & employee information as in Form A (Part A & B), Form B, Form E and D as per Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 whereas accident report etc. are to be maintained in Form J, K etc. (as per Mines Rules 1955) by the contractor.
17. 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.
18. 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.
19. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
20. 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.
21. 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.
22. The contractor should prevent the frequent change of his contractual employees as far as practicable.
23. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined, in case of any emergency.
24. Contractors shall ensure that the employed person shall have valid driving license and sound mental condition to carry out the job entrusted for.
25. The driver attached to the vehicle should be well mannered and in a clean clothing.
26. Contractor shall provide (keep along with vehicle) extra wheels, proper tools and tackles, first aid box, fire extinguishers and any other item as required by law.

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27. 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.

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Yours Faithfully

(Seal)

Date_____

Shri/Smti_____

FOR & ON BEHALF OF CONTRACTOR

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. DCT5666L21.

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of 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

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Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

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

SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF:

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

SI No	Contractor's Name	OIL Vendor Code
1	Sri Trailokya Tamuli	409361
2	Mr Rideep Borah	409333
3	Sri Pallab Sonowal	409357
4	Mr Tapan mantri	409321
5	Mrs Borkharani Gharphalia	409373
6	Mr Bhaskar Konwar	409231
7	Miss Bornali Borkotoky	404180
8	Mr Puneswar Borah	409363
9	Mr Manik Gogoi	409385
10	Sri Sushanta Dutta	409233
11	Miss Bornalee Konwar	409227
12	Mr Mithun Kanango	409228
13	Mr Ananda Gogoi	409346
14	Mr Jitul Saikia	409232
15	Sri Hemanta Kumar Sinha	409319
16	Miss Priyakhi Chetia	409381
17	Mr Nityanand Prasad	409229
18	Mr Dhanya Neog	409360
19	Sri Debrobat Das	409330
20	Mr Dilip Patowari	404198
21	Debjani Bhadra	409328
22	Rajib Singh	409323
23	Subhadra Gogoi Rajkhowa	409334
24	Uzzal Konwar	409336
25	Sibu Chetri	409358
26	Nabajyoti Thakuria	409345
27	Tulika Gogoi	409351
28	Srimathi Bhanu Chetia	409339
29	Bhuban Jyoti Gogoi	409327
30	Pulen Gohain	409383
31	Bokul Chetia	409329
32	Juri Rajkhowa	409380
33	Dimpi Dutta	409352
34	Sandhya Sonowal	409331
35	Dharmendra Singh	409332
36	Hudhanta Gogoi	409367
37	Rantu Saikia	409335
38	Bornali Borah	409359
39	Sinu Pani Phukan	409344
40	Gaurav Gogoi	409342

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41	Kiron Limbu	409226
42	Pallab Sharma	409356
43	Winy Das	409371
44	Naimuddin Ansari	409362
45	Nickey Chetry	409378
46	Smriti Rekha Moran	409374
47	Dharani Gogoi	409382
48	Sebu Prasad Sharma	409325
49	Deepamoni Baruah	409341
50	Manash Jyoti Konwar	409337
51	Pankaj Kumar Nath	409324
52	Hareram Prasad Bin	409348
53	Biswajit Mitra	409347
54	Pompi Gogoi Hazarika	409338
55	Bina Chetry	409354
56	Ritupon Sarma	409320
57	Junmoni Kalita	409326
58	Lokhipriya Dohutia	409318
59	Anup Kumbhakar	409368
60	Juna Bhuyan	409349
61	Padma Sonowal	409322
62	Indra Gogoi	409386
63	Dibakar Gogoi	409340
64	Nava Gogoi	409365
65	Bibhajyoti Moran	409353
66	Debalata Gogoi	409366
67	Rinku Gogoi	409379
68	Biki Das	409377
69	Manoj Kumar Sah	409384
70	Moromi Gogoi Gohain	409375
71	Biswajit Gogoi	409456
72	Akan Bhuyan	409364
73	Chandan Handique	409350
74	Anita Das Dutta	409369
75	Munu Dulakharia Deka	409372
76	Bhriugu Ranjan Phukon	409376
77	Uttam Chetri	409483
78	Sravan Rajbonshi	409230
79	Bijoy Saikia	405780
80	Sushim Bhattacharjee	409458
81	Ghana Shyam Borah	409355
82	Rumi Dhan	409455
83	Arun Saikia	409459

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84	Mrinalee Dutta	409484
85	Udipta Rajbonshi	409457