



OIL INDIA LIMITED

BID DOCUMENT

TENDER NO. : GCT 6696 L22 **(LIMITED)**

Providing the Services Of Vintage (Not older than 5 years) 1(One) No. All Steel Body Pick Up Cum Delivery Van Built On Tata 407 Chassis Or Higher Model Having Bs 6 Or Latest BS Compliance With Standard Fittings And Accessories Having Two Compartments at Materials Section, PHQ on Limited Tender Basis for a period of Six (06) months or till the placement of new contract whichever is earlier..

Company: _____

Contractor: _____

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- Instruction to bidders** : **Bidders are required to submit the bid with their quoted rates in PROFORMA-A along with all relevant documents as required.**
1. **Covering Letter with Salient features with Instruction to Bidders**
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- Proforma - A** : Price Bid Format
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ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Tender SI No: _____

Issued By : _____

(Signature)

Name : _____

Designation: _____

FORWARDING LETTERTo
M/S _____

Tender Notice No : GCT 6696L22**BID CLOSING DATE : 19-04-2021 TO BE SUBMITTED AT
GUWAHATI ; TIME : 13-30 HRS****BID OPENING DATE : 19-04-2021 TIME: 14-00 HRS at GUWAHATI****TENDER FEE : NIL**

Sir(s),

Oil India Limited (OIL), a Govt. of India Enterprise, invites limited bids for the services of **“Providing the Services Of Vintage (Not older than 5 years) 1(One) No. All Steel Body Pick Up Cum Delivery Van Built On Tata 407 Chassis Or Higher Model Having Bs 6 Or Latest BS Compliance With Standard Fittings And Accessories Having Two Compartments at Materials Section, PHQ on Limited Tender Basis for a period of Six (06) months or till the placement of new contract whichever is earlier.”** with all standard fittings including first aid box, fire extinguisher, overhead carrier etc. with commercial registration and all other necessary permit for use on Company’s duty at **PHQ , in the state of ASSAM**

Tender document shall be limited to following bidders :

- 1.M/s Arindam Baruah.
- 2.M/s Hazarika & sons.
- 3.M/s Md.Mukibur Rahman.
- 4.M/s Aycon.
5. M/s Lakwa Steel Construction.

Company: _____

Contractor: _____

1.0 The vehicle will be required to be placed at the disposal of the Company at Oil India Ltd.'s **AT PHQ, MATERIALS SECTION,**

Mobilisation period:- 1 day from date of issue of LOA.

2.0 Bidders interested to provide the services and interested to participate in the above tender are requested to collect the bid document available in the office of the **General Manager (Contracts), PHQ, Guwahati .**

3.0 This bid document is not transferable and Bids can be collected w.e.f. **08-04-2021 to 17-04-2021** (during office hours 08 AM to 10 AM). Bidders to submit the hard copy of the bid collected. In the event any bidder submits the bid by down loading the same from the OIL website, then the bid must accompany the **BID SECURITY DECLARATION FORMAT** under **PROFORMA-D.** Otherwise the bid will be outright rejected.

DECLARATION FOR BID SECURITY

PROFORMA-D

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

Sub:

Tender No:.....

Dear Madam/Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. (Name of Bidder) have submitted our offer / bid no.....

We, M/s.(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

Company: _____

Contractor: _____

3.0 The company reserves the right to refuse issuance of bid document without assigning any reason thereof.

4.0 The procedure to submit the bid is as under :

The bidders must submit their offer in a sealed envelope super-scribing the following details on the right hand top corner:

- i) OIL's Tender Notice No. : _____
- ii) Bid closing date : _____
- iii) Brief description of item : _____
- iv) Bidder's name : _____

5.0 Offers must be addressed to:

General Manager (Contracts)
Oil India Limited
Pipe line Head Quarter , Narangi
P.O.Udayan Vihar,
Guwahati – 781 171
Assam

5.1 The sealed envelope containing the bid must be delivered either at the Office of General Manager (Contracts) at above address latest **by 13:30 hours (IST)** on the bid closing date. **The bid is to be submitted at Contract Section, PHQ, Narangi on or before 13.30 Hrs. on 19-04-2021. The bids so received shall be opened on 19-04-2021, at PHQ, Guwahati on 14-00 hours** in the presence of any attending tenderer (s) or their Authorized Representatives. An authorization letter from the Bidder, who sign the bid must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tender. Only one representative against each bid will be allowed to attend the bid opening. Attending Tenderer(s) & Authorized Representative will have to sign a register evidencing their presence. In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday).

6.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any postal delay or delay because of any other reasons whatsoever.

7.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.

8.0 Modifications to bids received after the bid closing time/date will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.

9.0 All entries in the offer must be made in English. **Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.** No overwriting shall be allowed and all corrections must be initiated. The quoted price shall be the net price inclusive of all charges/expenses **but excluding GST.** (However GST, duties, charges etc. considered should also be shown separately). In absence of these details the quoted price shall be considered as net price inclusive of all duties, charges/expenses for providing the services at the required place/location.

Company: _____

Contractor: _____

- 9.1 Bidders are requested to quote their rates in the Price Format enclosed as **PROFORMA-A** . Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.
- 9.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price in words shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated.
- 12.0 **SCOPE OF WORK:** The Scope of work is detailed in Part-I, Clause-1, of the tender document.
- 13.0 **Validity:** Bids must be valid for acceptance for a minimum period of **90 (Ninety) days** from the bid closing date.
- 14.0 **Bid Security (BID SECURITY DECLARATION FORMAT)**
- Bids must be accompanied by the **BID SECURITY DECLARATION FORMAT**
- PROFORMA-D.** Otherwise the bid will be out rightly rejected.
- The bidder shall be banned as per Company's banning policy which may be upto 2 years if : -
- i) If the bid is withdrawn during the period of validity of bid
 - ii) If the bid is altered in whatsoever manner (price or other conditions) within the validity period of the bid
 - iii) If the successful bidder fails to furnish the performance security
 - iv) if the successful bidder does not accept the Letter of Award (LOA).
- 15.0 **Signing of Agreement**
- The successful bidder will have to sign an agreement with OIL which will contain the detailed terms and conditions, obligations and responsibilities. Sample agreement enclosed.
- 16.0 **Performance Security Deposit:**
- 16.1 Successful bidder shall be required to furnish an amount equivalent to **3% security deposit along with acceptance of contract** of value as the estimated contract Performance Security Deposit within two weeks of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **three** more months beyond validity of the contract.

Company: _____

Contractor: _____

16.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will invoked either in part or in full.

16.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.

16.4 The Performance Security will not accrue any interest.

17.0 **Duration of the Contract :**

The duration of the contract will be normally for **6 (six) Months . However, the Contract may be terminated early without citing any reasons thereof at the discretion of the Company . Necessary intimation shall be notified to the contractor in such cases.**

18.0 **Other conditions that will cover the contract are detailed in the Tender document . The bidders are requested to examine the said conditions carefully before submission of the bid.**

19.0 **Responsiveness of the bids :** for the purpose of determining the responsive of a bid the following Bid Rejection criteria will be considered :

Company: _____

Contractor: _____

PART-II

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

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

1.1 FINANCIAL CRITERIA: ANNUAL TURN OVER

- a) Annual financial turnover as per Audited Annual Reports in any of the preceding 3 financial years to be reckoned from the original bid closing date should be at least **Rs. 2,71,900.**
- b) For consortium
 - i).At least one member of the consortium to meet the above criteria of 50% turnover.
 - ii).The other members of consortium should meet minimum 25% turnover requirement.
- b) Period for consideration: In any of preceding 3 financial years
- c) Net worth: Positive for the preceding financial / accounting year.
- d) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered . In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that the balance sheet/ Financial Statements for the financial year 2020-21 (as the case may be) has actually not been audited so far.
- e) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
 - i)A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth
 - OR
 - ii)Audited Balance Sheet along with Profit & Loss account.

Company: _____

Contractor: _____

- f) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN (Firm Registration Number) is not available. However, bidder will have to provide documentary evidence for the same.

1.2 TECHNICAL CRITERIA :

A) EXPERIENCE: Bidders must have:

Experience of having successfully completed similar works (Similar nature of job means the bidder shall have the experience of **'Providing services of hired vehicles) with PSUs/Central Govt./State Govt/ Other reputed private organisation "** during last 7 years to be reckoned from the original bid closing date should be of the following :

- (i) One similar completed works costing not less than **Rs 4,53,200.**
 - (ii) **FORM 16(A)** has to be submitted in case of private companies.
- (i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
 - (ii) In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.
 - iii) Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.
- 1.3 All the supporting documents in compliance to BEC requirements above shall be submitted along with the technical bid. Non-submission of the documents will result in rejection of bids.
- 1.4 Any bid not complying BEC requirements shall be summarily rejected.
- 1.5 Bidders must have **PF Account** in their name issued by Regional Provident Fund Commissioner. Bidders must have **ESI Account** in their name. .Documentary evidence of the same is to be submitted.
- 1.6 Deviation to the following provision of the tender document liable for rejection of Bid:
- i. Firm price
 - ii. EMD / Bid Bond
 - iii. Scope of work
 - iv. Specifications

Company: _____

Contractor: _____

- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

1.7 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:

- a) Tax Exemption Certificate, if any, if /applicable.
- b) PAN no.(photocopy of the PAN card required).
- c) GST registration No.
- d) ~~VAT registration no., if applicable.~~
- e) Bank account No. with name of Bank, Type of account, Bank address.
- f) P.F. Account No. / Code.
- g) ESI registration no.
- h) ~~**Price quotation of the offered vehicle from the Authorised Motor Vehicle Dealer along with the offer.**~~

1.8. COMMERCIAL:

- 1.8.1. Bidder shall submit the offer under "**Single Stage Single Bid** "System - "Technical bid" and the "Price Bid".
- 1.8.2. Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid.
- 1.8.3. The Technical Bid should not have any price indication.
- 1.8.4. Bidder shall furnish Bid Security Declaration Format as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) preferably before due date of closing. Any bid for which bid security declaration format is not received on/before due Date of Bid Closing will be rejected.
- 1.8.5. Validity of the bid shall be minimum **90 days**. Bids with lesser validity will be rejected.
- 1.8.6. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 1.8.7. Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.

Company: _____

Contractor: _____

- 1.8.8. Any bid containing false statement will be rejected.
- 1.8.9. The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
- 1.8.10. Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 1.8.11. Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 1.8.12. The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.
- a) Performance Security Clause
 - b) Force Majeure Clause
 - c) Termination Clause
 - d) Settlement of disputes Clause
 - e) Liquidated Damages Clause.
 - f) Acceptance of Jurisdiction and applicable law.
 - g) Tax liabilities clause.
 - h) Insurance clause.
 - i) With holding clause.
 - j) Liability clause.
 - k) Set off clause

1.9. GENERAL:

- 1.9.1. In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.
- 1.9.2. **To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily be rejected.**
- 1.9.3. In case, any of the clauses in the BEC/BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.
- 1.9.4. Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 1.9.5. The original copy of documents [submitted by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

Company: _____

Contractor: _____

- 1.10 **The Bidder must have a business office establishment for at least one year within 50 Km radius of the area of operation(PHQ, MATERIALS SECTION) where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents which satisfies as a proof of having the office establishment.**

Bidders will have to submit documents having the detailed postal address **in the name of the firm /owner** which shall substantiate the proof of office establishment for at least 1 year within 50 KM of PL locations where the services need to be provided. (PHQ, MATERIALS SECTION) For establishing proof of office establishment , any one of the following documents will have to be submitted:--

1. Trade Licence with detailed postal address in the name of the firm /owner.
2. GST Registration Certificate with detailed postal address in the name of the firm /owner.
3. Landline phone bill with detailed postal address in the name of the firm /owner.
4. Electricity Bill with detailed postal address in the name of the firm /owner.

“Additionally, the names of the areas covering the 50 Km radius may be mentioned”.

1.11 Relaxation for OIL's registered Vendors :

In case of OIL's registered Vendors who are providing similar services for at least six months in the last three years as on Bid Closing date (BCD) in any organizations will be exempted from submission of documents under clauses of Financial and Experience criteria of BRC conditions. However, they will have to provide the following documentary evidence:

i) Copy of the work completion certificate for providing similar services for at least six months in the last three years as on Bid Closing date (BCD) in any organizations.

2. BID EVALUATION CRITERIA (BEC):

- 2.1. The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria.
- 2.2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ (i.e. fixed monthly charge X **06 months**, Running Charge per KM X the Estimated KM indicated i.e. **2500 Km/month**) for each vehicle of the tender.
- 2.3. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected.

Company: _____

Contractor: _____

- 2.4. **In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders.**
- 2.5. **Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.**
- 2.6 **Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.**
- 2.7 **GENERAL:**
- (i) In case bidder takes exception to any clause of Tender Document not covered under BEC , then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.
- (ii) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC also and such clarification fulfilling the BEC clauses must be received on or before stipulated day from the date of clarification sought by the Company, failing which the bid will be rejected.
- (iii) In case any of the clauses in the BEC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC shall prevail.

3.0 TENDER FEE AND EMD: EXEMPTED FOR THIS TENDER

4.0 OPENING OF COMMERCIAL/ PRICE BIDS:

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

Company: _____

Contractor: _____

5.0 Other Conditions

- 1 The successful bidder shall be responsible / liable for necessary clearance and any claims thereof which may be required / arise under any of the Government/Statutory regulations, Act, Law, Rules etc. having bearing over obligations under the Contract including engagement of workers directly or indirectly to render the specified services mentioned in the proposed Service Contract.
- 2 The successful bidder after signing of the contract will have to obtain the necessary clearances like labour license and certificate relating to the statutory requirement as may be necessary, before issuing the work order.
- 3 **Bidder(s) having its office/establishment in and around the location (s) where the service(s) are required will be preferred.**

6.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years for participation against any tender from the date of detection of such Fraudulent act, besides legal action.

7.0 Settlement of Disputes

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled either by (i) Mutual Consultation or (ii) through an Outside Expert Committee(OEC) to be appointed by OIL , and cost to be borne by both the parties, in case the mutual consultation fails to arrive at an amicable solution or (iii) through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The **venue of arbitration** shall be **Guwahati**.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

General Manager (Contracts)P/L

For Chief General Manager (Pipeline Services)

Company: _____

Contractor: _____

1.0 SCOPE OF WORK :

Providing the Services Of Vintage (Not older than 5 years) 1(One) No. All Steel Body Pick Up Cum Delivery Van Built On Tata 407 Chassis Or Higher Model Having Bs 6 Or Latest BS Compliance With Standard Fittings And Accessories Having Two Compartments at Materials Section, PHQ on Limited Tender Basis for a period of Six (06) months or till the placement of new contract whichever is earlier , with all standard fittings including first aid box, fire extinguisher, overhead carrier etc. with commercial registration and all other necessary permit for use **under MATERIALS SECTION, PHQ**

- 1.1 The contractor shall be responsible for day to day running and maintenance of the services in an efficient manner.
- 1.2 The contractor shall provide the required manpower like Drivers, supervisors, Helpers etc.
- 1.3 Maintenance of the vehicle shall be provided by the contractor at his own cost to keep the vehicles in sound mechanical and physical conditions.
- 1.4 Employment of drivers, helpers and payment of wages to the drivers of the vehicle provided against the contract shall be the responsibility of the contractor.
- 1.5 The vehicle provided should be covered by a valid comprehensive insurance policy.
- 1.6 The contractor shall be responsible inter-alia for meeting all the statutory requirements under Motor Vehicle Act and other Government regulations, rules, laws etc. during the contract period. Road Tax, Motor Vehicle Insurance Premium etc. for the vehicle provided under the contract should be arranged and paid for by the contractor.
- 1.7 The services of the vehicle(s) provided under the agreement shall be for Company's operation in the state of Assam, and hence the vehicle must have the commercial number plate with valid all ASSAM permit all the time.

2.0 DURATION OF THE CONTRACT:

The duration of the contract will be for a period of **6 months.**

3.0 PERFORMANCE SECURITY DEPOSIT :

- 3.1 Successful bidder shall be required to furnish an amount equivalent to **3%** of the estimated contract value as Performance Security Deposit within two weeks of issue of Letter of acceptance and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee (in the prescribed format enclosed herewith) issued by a Nationalized Bank, and shall remain valid for **3 (Three) more months** beyond validity of the contract. In case the contract is extended the Performance Bank Guarantee will accordingly be extended suitably.
- 3.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by

Company: _____

Contractor: _____

the contractor as per the terms and conditions of the contract the Bank Guarantee will be invoked either in part or in full.

3.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.

3.4 The Performance Security will not accrue any interest.

4.0 **TERMINATION:**

OIL shall reserve the right to terminate the contract in the event (i) the contractor fails to adhere to the specified terms and conditions (ii) when the performance of the contractor is un-satisfactory (iii) major contractual terms and conditions are violated by the contractor including but not limited to safety and other statute requirement (iv) insolvency by the contractor (v) non-requirement of the service (vi) On expiry of the contractual period and notwithstanding the Kilometer done the contract shall stand terminated automatically unless extended as per agreement. Furthermore, this contract may be terminated by either party with 90(ninety) days notice in writing and in that event neither party hereto shall claim or be entitle to any damage or compensation arising on any account whatsoever.

5.0 **PENALTY:**

5.1 "PENALTY" means the amount payable by the Transport Supplier in the event of Contractor's default as stated in clause 1.10 of **Annexure-A** 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.

The term "DEFAULT" as stated above means any of the following commissions or omissions by the Transport Supplier 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: -

Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;

- i) Due to inadequate routine maintenance
- ii) 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 vehicle(s) and the crew.
- f) Non-supply of fuel;

Company: _____

Contractor: _____

- g) Delay in placement of vehicle(s) on any day as per the instruction of the Company's authorized representative/ Engineer and or unauthorized and untimely release of vehicle(s) on any day without prior permission
- h) Non-availability of the vehicle(s) or crew when required by the Company.
- i) Failure on part of the Transport Supplier to discharge his/her obligations as set out in this contract
- k) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

6.0 **PAYMENT TERMS:**

- 6.1 Payment will be made on monthly basis within 30-days from the date of receipt of undisputed bill duly certified by OIL's authorized representatives. The bills to be submitted by the Transport supplier positively by 4th day of the subsequent month. For purpose of payment for the services rendered, the Transport supplier shall (a) accept as final the Log Sheets/Statements maintained by the Company (by Company's authorized representative) for day to day running of the vehicle and shall submit information and bills in such a manner as prescribed by the authorized representative of the company from time to time (b) exclude from his monthly bills such Kilometrage are involved on their own account such as garage, service etc.
- 6.2 In addition to above, contractor has to submit the documentary evidences in regards to payment made to driver and helper (if any) as per clause 3 & 4 of Part-III.

Company: _____

Contractor: _____

SECTION-I**GENERAL TERMS AND CONDITIONS****1.0 DEFINITIONS:**

In the contract, the various terms shall be interpreted as indicated in **Annexure-A** .

2.0 OBLIGATION OF THE CONTRACTOR

Contractor shall, in accordance with and subject to the terms and conditions of the contract

- 2.1 Perform the work of providing the services described in the Scope of Work in a most economic and efficient manner.
- 2.2 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations and as per the terms of the contract. The Company's representative shall not allow / accept those men who are not provided with safety gears as applicable.
- 2.3 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this agreement the contractor hereby agrees and under takes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 2.4 The Contractor and his workmen are to strictly observe the safety rules as per relevant Govt. Acts / Rules while executing the work.
- 2.5 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's Engineer/authorized representative shall be final and binding on the Contractor.
- 2.6 The Transport Supplier 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, uniforms etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the Contract and same, if any, shall have to be borne entirely by the Transport Supplier. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Transport Supplier on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this agreement due to revision in the minimum wages an applicable shall be borne solely by the contractor

Company: _____

Contractor: _____

and deemed to be included in the fixed charge per month. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty.

- 2.7 Allow the vehicle for periodic inspection as and when required by the Company's authorized representative/engineer.
- 2.8 The driver of the vehicle must be in possession of a valid Driving License issued by the competent authority authorizing to drive the type of vehicle under the contract agreement.
- 2.9 Details of the driver, like name, address and police verification report shall be submitted to the authorized representative/engineer of the company. The same is applicable for relief drivers also.

3.0 GENERAL OBLIGATION OF THE COMPANY:

Company shall, in accordance with and subject to the terms and conditions of this contract pay the contractor for the actual service rendered at the rates specified and/or amended /modified rates as applicable.

- 3.1 Allow the Transport Supplier 48 hours (cumulative) in a month as paid period (fixed Charge only) for servicing and running repair. However, the Transport supplier shall notify the same well in advance.

4.0 AUTHORITY / POWER OF THE COMPANY'S AUTHORIZED REPRESENTATIVES:

The authorized representative of the company shall have powers amongst others to:

- 4.1 Order the Transport supplier to remove immediately any cause of unsatisfactory performance of the vehicle and of the service
- 4.2 Order the Transport Supplier to remove /replace by more suitable hands and persons / drivers/ helpers /mechanic or any person if found unsuitable.
- 4.3 Advise the Transport Supplier from time to time such further instructions as felt necessary for the purpose providing proper and smooth/hassle free service as deemed necessary by the Company.
- 4.4 Certification of daily Log sheets
- 4.5 Authentication of monthly kilometrage statement cum bill
- 4.6 In case during the period of contract it is found that the Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the contractor shall be debarred for a period of 3(three) years for participation against any tender from the date of detection of such Fraudulent act, besides legal action.

Company: _____

Contractor: _____

SECTION-II
PROFORMA-A**SCHEDULE OF SERVICES AND RATES****TENDER NO : CGI 6696 L22****DESCRIPTION OF SERVICES**

Providing the Services Of Vintage (Not older than 5 years) 1(One) No. All Steel Body Pick Up Cum Delivery Van Built On Tata 407 Chassis Or Higher Model Having Bs 6 Or Latest BS Compliance With Standard Fittings And Accessories Having Two Compartments at Materials Section, PHQ on Limited Tender Basis for a period of Six (06) months or till the placement of new contract whichever is earlier..

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

Sl. no.	Description of duty hours/service	Unit	Quantity (A)	Company's Unit Rate (Rs) (B)		Amount (Rs) (AXB)
				Figs	Words	
1	Monthly Fixed charge with 24 hours availability of the vehicle and driver/helper for 8 hours daily (including Sundays & Holidays) per calendar month. <i>The Fixed Charge is inclusive of Driver & Helper and all other charges of the vehicle)</i>	Per calendar month	6	39,779.10	Thirty Nine Thousand Seven hundred and Seventy Nine, and paisa ten only.	2,38,674.60
2	Running Expenses for Vehicle no. 1 (Estimated Running Km per Month is 2500)	Per KM run	15000	7.99	Seven point nine nine.	1,19,850.00
4.	DIFFERENTIAL WAGES OF DRIVER	MONTH	6	5070	Five thousand seventy	30,420.00
5.	DIFFERENTIAL OF HELPER s	MONTH	6	4342	Four thousand three hundred and forty two.	26,052.00
3	Bidders' to quote within +10% to -10% on Sl No 1&2	(In words)				(In figure)
				RATE	AMOUNT OF	GST

Company: _____

Contractor: _____

4	GST	LSM	1	OF GST	(Rs.)	
				(%)	(B)	
				Figs	Figs	Words

NOTES:

- (i) The bidders must quote the profit, establishment and handling element in percentage terms on total value of Fixed and Running values only as indicated, where the lower ceiling of the same will be fixed a -10% (Minus Ten percent) and the upper ceiling will be fixed as +10% (Plus Ten Percent). The percentage value up to two decimal point will be considered. The bidder quoting below -10% and above 10% will be summarily rejected.
- (ii) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. **The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.**
- (iii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.
- (iv) The above rates to be quoted by the bidders are inclusive of all operating /running expenses, daily minimum **wages. of driver @ Rs.756.17 & Helper @ Rs573.17 (Excluding OT, PF, ESI) which will be enhanced on each calendar year @ Rs. 30.00 & Rs.20 respectively.** engaged in connection with operation of the services. The stated rates are inclusive of applicable Bonus, but exclusive of PF, ESI (as applicable as per guidelines of the Company). Bidders to quote their fixed rate inclusive of the wages of Driver considering the guidelines cited above and will remain firm through out the tenure of the contract. The enhanced amount of wages in all the successive years of the contract to be borne by the contractor and no reimbursement will be applicable in case of wage enhancement..
- (v) In case OIL needs to engage the driver and helper beyond 8 hours per day duty, contractor has to pay the driver and helper applicable OT against each additional hours of duty beyond 8 hours duty as overtime. However, total monthly overtime expenses to driver and helper will be reimbursed to the contractor by OIL.
- (vi) The rates are inclusive of all Taxes (~~VAT etc~~) and duties as applicable but **excluding GST.**
- (vii) The rates are inclusive of all liabilities including statutory liabilities.
- (viii) **The fuel price on the date of tender opening to be considered with 9 Km consumption rate per litre of oil.**
- (ix) *The price bid should be properly signed & sealed by the Authorized signatory of the Firm.*

Company: _____

Contractor: _____

SECTION-III**SPECIAL CONDITIONS**

- 1) Services of the vehicle is required for 24 Hrs a day and 7 days a week for the period of the contract.
- 2) Contractor shall submit medical test certificate for both the Vehicle operator as well as attendant before placement of the Vehicle. Both the operator and attendant shall be fit for the services and in particular operator shall be fit to operate the vehicle during night & all weather condition.
- 3) Vehicle shall be equipped with all the standard fittings, instruments etc., including portable fire extinguisher, Fog light, First Aid box with updated list of medicines , Seat cover, Floor mats, front guard, Outside Rear view mirrors on both sides of the vehicle.
- 4) All Statutory taxes & levies (Valid Commercial Tax, permit, registration, fitness, pollution, insurance of the vehicle etc.) shall be borne by the contractor. The documents shall be produced to the engineer in charge at the time of placement of the vehicle.
- 5) Driver of the vehicle should have a valid driving licence and possess good mental and physical health condition and shall submit a medical fitness certificate (both Driver & Helper) in this regard. The documents shall be produced to the engineer in charge at the time of placement of the vehicle.
- 6) Contractor shall provide a suitable replacement of the vehicle in case of unavailability of the regular vehicle due to breakdown or for any other reason.
- 7) Terms and conditions of the MOS dated 24.01.2014 shall be adhered to wherever applicable.
- 8) Contractor is responsible for payment of monthly wages to driver as per MOS dated 24.01.2014 with annual increase of daily rate of wages at Rs. 30 per day w.e.f 01st of January every year. This shall be included in bidders quoted monthly fixed rate.
- 9) Driver is entitled for a weekly day of rest, 23 leaves and 5 holidays in a year, contractor shall ensure reliever driver to run the services of hired vehicle during these days on instructions of the engineer in charge. The daily rate of wage to the reliever driver shall be same as the regular driver as mentioned above. This amount shall be reimbursed monthly by the company on actual basis in subsequent bills.
- 10) Contractor shall pay SOT , DOT, HOT allowance as applicable to the vehicle driver on actual basis and the amount shall be reimbursed monthly in subsequent bills.
- 11) Contractor shall provide uniform which includes 2 Nos. of Sky blue color shirts and 2 Nos. navy blue pants and one pair of shoes to the Driver & Helper once in a year. The amount shall be reimbursed on actual basis on submission of the original receipts/bills.

Company: _____

Contractor: _____

12) The vehicle has to be maintained in good running condition during the period of contract. All lubricants, spare parts and maintenance which may be necessary shall be provided by the contractor.

13) OIL Logo and Bilingual Company name with glow sign reflectors to be imprinted on the vehicle body at the time of placement of vehicle.

14) Contractor is responsible for deposition of PF,EPF of the driver with the PF authorities and shall produce the deposit receipt for reimbursement from the company.

15) Contractor is responsible for insuring the driver for an amount of Rs 3 (Three) lakhs under Group Personal Accident Policy (GAP) and shall be renewed every year. The documents shall be produced to the engineer in charge at the time of placement of the vehicle.

16) 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.

17) Contractor is responsible for make the vehicle with covered steel body with a lockable double leaf door at the rear.

NOTE:

*** A SUITABLE FIRE EXTINGUISHER WILL HAVE TO BE INSTALLED IN THE VEHICLE FAILING WHICH A PENALTY OF Rs. 500 per day WILL BE IMPOSED .**

**** FIRST AID BOX WITH VALID/UP TO DATE ITEMS SHOLD BE AVAILABLE AT THE VEHICLE ALL TIMES.**

Company: _____

Contractor: _____

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

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

Company: _____

Contractor: _____

liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

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

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

When Input tax credit is NOT available for Set Off

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

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

Company: _____

Contractor: _____

SECTION -IV

WAGES OF DRIVER /HELPER& OTHER ENTITLEMENTS :

- 3.0 The above rates are inclusive of all operating /running expenses, daily minimum **wages. of driver @ Rs.756.17 (DRIVER) & Rs. 573.17(HELPER) (Excluding OT, PF, ESI) which will be enhanced on each calendar year @ Rs. 30.00 per day &Rs.20 per day respectively** engaged in connection with operation of the services. The stated rates are inclusive of applicable Bonus, but exclusive of PF, ESI (as applicable as per guidelines of the Company).

NOTE:The Fixed Charge is inclusive of Driver-& Helper and all other charges of the vehicle)

- 4.0 In case OIL needs to engage the driver and helper beyond 8 hours per day duty, contractor has to pay the driver and helper applicable OT against each additional hours of duty beyond 8 hours duty as overtime. However, total monthly overtime expenses to driver and helper will be reimbursed to the contractor by OIL.
- 5.0 The rates are inclusive of all Taxes (~~VAT etc~~) and duties as applicable but **excluding GST**.
- 6.0 The rates are inclusive of all liabilities including statutory liabilities.
- 7.0 The above rate shall remain firm through out the tenure of the contract. However, the following exceptions will be applicable :
- (a) In case of any statutory increase/decrease in GST/ Govt Taxes & Duties over the rate prevailing on the date of tender opening will be reimbursed upon claim and production of documentary evidence issued by competent authority in this regard. Correspondingly in the event of any decrease, such amount will be deducted from out standing dues of the Transport supplier.
- (b) The running cost (per KM Run) will Increase/decrease whenever there is an increase / decrease in the cost of fuel (Diesel/Petrol) over the rates as on the **Original Tender Opening Date**. The adjustment of increase/ decrease in rate will be applicable only when the variation of the cost of fuel exceeds 5 % plus or minus on either side. For assessing increase / decrease in rates on account of fuel price increase/decrease, the consumption rate will be taken as **9 KM per Ltr.**
- 8.0 In case the vehicle send outside **Pumping Station no. 5 (PHO, MATERIALS SECTION)** for Company's duty and has to halt overnight there, Company will pay halting charge @ **Rs.350/-** per over night stay at outstation station.
- 9.0 Expenses related to parking of vehicle in Municipality area, airport, railway/bus station etc. and toll taxes, while in Company duty, will be reimbursed by company on submission of documentary evidence
10. A) **Wages to be paid as per Memorandum of Settlement dated 24-01-2014:**

Company: _____

Contractor: _____

Following are the rates vide Approval No. **PL/ADMIN/2/3-17/249 of 21-05-2018** and applicable for the calendar year **2021**, which will be revised in the succeeding years during the tenure of the contract.

a) For Helpers (Unskilled) Category:

1. **Rs. 573.17** per day to Helper Unskilled Category
2. **Rs. 54.63** per hour SOT for Helper Unskilled Category
3. **Rs. 138.50** per hour DOT for Helper Unskilled Category
4. **Rs. 69.25** per hour HOT for Helper Unskilled Category

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

1. **Rs. 756.17** day to Driver skilled Category
2. **Rs. 72.38** per hour SOT for Driver skilled Category
3. **Rs. 184.25** per hour DOT for Driver skilled Category
4. **Rs. 92.13** per hour HOT for Driver skilled Category

The applicable daily rate of wages will be for 08 hours of work for 06 working days a week which will be inclusive of rest day wages.

An annual increase in the daily rate of wages will be made from the 1st of January every year for Driver @ of Rs. 30.00 & Helper @ of Rs. 20.00

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

a) National / Festival Holidays :

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

b) Annual Leave with wages :

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

c) Casual Leave with wages:

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

reliever Helpers, Drivers and Operators engaged by the contractors during holidays and leaves will be entitled to the applicable daily rate of wages.

d) **Overtime :**

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

e) **Bonus :**

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

f) **Employees' Provident Fund (EPF) :**

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

g) **Insurance Coverage:**

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

h) **Pay Slip :**

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

i) **Uniform:**

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

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

- j) In case the vehicle send outside the base station, **Pumping station no. 5 (PHQ, MATERIALS SECTION)** for Company's duty and has to halt overnight there, Company will pay halting charge **@ Rs 350/-** per over night halt to the operator, including overtime, parking fees if any Entry Tax and Company will be reimburse on actual to the contractor.

C) Special Terms and Conditions :

a) Working Hours :

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

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

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

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

- c) The reliever helpers, drivers engaged by the concerned contractors on national/festival holidays, casual leave and annual leave with wages in all transport service contracts will only be entitled to the daily rate of wages and the increased wages per day.
- d) The Helpers and Drivers will avail a weekly day of rest after working for 06 consecutive days. The contractors engaging them shall have to provide reliever driver / helper to run the services of the hired vehicles during the rest day.
- e) The rates are inclusive of all Taxes (~~VAT etc.~~) and duties as applicable but **excluding GST.**
- f) **Valid Driving Licence of Driver :**

Contractor shall ensure that the person engaged as driver shall have valid driving licence.

SECTION -V

SAFETY MEASURES & COMPLIANCE FORMAT

GENERAL MANAGER (CONTRACTS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No : GCT6696 L22 ; Subject : Providing the Services Of Vintage (Not older than 5 years) 1(One) No. All Steel Body Pick Up Cum Delivery Van Built On Tata 407 Chassis Or Higher Model Having Bs 6 Or Latest BS Compliance With Standard Fittings And Accessories Having Two Compartments at Materials Section, PHQ on Limited Tender Basis for a period of Six (06) months or till the placement of new contract whichever is earlier.

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 Factory Act,1948 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.

(Seal)

Yours Faithfully
M/s _____

Dated _____

For & On Behalf Of Contractor

Company: _____

Contractor: _____

PROFORMA-B

BID FORM

To
M/S. OIL INDIA LIMITED,
PIPELINE HEAD QUARTER

Sub : Tender No. : _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 20_.

Signature

(In the capacity of)

Company: _____

Contractor: _____

PROFORMA - D

DECLARATION FOR BID SECURITY

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

Sub:
Tender No:.....

Dear Madam/Sir,
After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. (Name of Bidder) have submitted our offer / bid no.....

We, M/s.(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:
have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
fail or refuse to execute the Contract, if required, or
fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

PROFORMA-E

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,
The Oil India Limited
Contracts Section
Pipeline Headquarters,
Guwahati – 781171
Assam

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

PBG issuing bank details:-

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

Declaration:-

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

Authorised Signature _____

Name _____

Vendor Code _____

Email ID _____

Mobile No _____

Encl: Original performance bank guarantee

Mobile No _____

Encl: Original performance bank guarantee

Company: _____

Contractor: _____

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

This AGREEMENT is made on the day of

BETWEEN

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

AND

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

WHEREAS

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

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

Whereas, the Contractor has accepted Company’s Letter of Award vide their letter _____

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

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

Company: _____

Contractor: _____

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

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

(f) Annexure –I hereto

iii) The rates payable for the job will be as per the quoted Price Bid and entitled wages of Driver & Helper.

iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service, the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said

service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.

v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

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

Signed and Delivered for and
On behalf of Company

Signed and Delivered for and
on behalf of Contractor

(Oil India Limited)

()

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.

Company: _____

Contractor: _____

PROFORMA-G

STATEMENT OF COMPLIANCE/NON-COMPLIANCE

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

- (a) We certify that our offer complies with all IFB requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:

Company: _____

Contractor: _____

FORMAT FOR COURT AFFIDAVIT

In the Court of the Magistrate at.....

Date.....

I, Sri/Smt _____ S/o/D/o/W/o _____

Sri/Late _____ by religion _____ aged _____ years, by
occupation _____ resident of _____P.S. _____ Dist _____ State _____ to hereby solemnly
affirm and declare an oath as follows:-

01. That the deponent is permanently residing at the above address with the family members.
02. That the deponent is not an OIL employee in service or dependant of OIL employee in service.
03. The deponent has not submitted any other application as a Proprietor or Partner of any other firm or against the name of deponent against the Tender Notice No.....
dated
04. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
05. That the deponent is sole proprietor of M/s _____ of
_____ (if applicable) participating in the **T. Notice**
No _____ dated _____.
06. That the deponent has own Bank account No _____ at _____
Branch
07. That the deponent desires to submit a bid for supply of 1 (ONE) **NUMBER**
_____**(PURCHASED AFTER ISSUANCE OF L.O.I.**
BY OIL) FOR A PERIOD OF 6 MONTHS TO BE STATIONED AT ANY PLACE OF
_____.
08. That the deponent's communication address is not the same with any OIL's quarters/settlement area/premises etc.
09. That the deponent will abide by the rules and conditions of the said contract basis of **Oil India Limited, Pipeline Headquarters, Narengi, Guwahati-781171, District-Kamrup, Assam.**

Company: _____

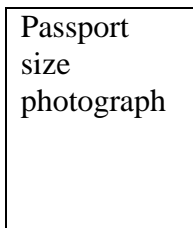
Contractor: _____

10. That the deponent has fully understood & accepted the rates, terms and conditions of the above tender and is also fully convergent with the general terms and conditions of Transport Service contracts and agrees to abide by the same throughout the entire contractual period (including any extension to the contract being granted by OIL).

The above statements from Para 1 to 10 are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false/incorrect the award of contract if selected shall be cancelled and Company is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smti _____ sign as _____



Passport size photo affixed herewith

Introduced by:

Advocate,.....

Deponent

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

NOTARY

PROFORMA – ICERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership Code & Registration No. :

Signature

Company: _____

Contractor: _____

PROFORMA -J

To,
General Manager (F&A) PL
Oil India Limited
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

(A) BANK DETAILS

- 1. Bank A/c No. (Must Enclose Cancelled Cheque)
- 2. Account Type Saving Bank/ Current Account
- 3. Bank Branch
- 4. Bank Address
- 5. IFSC Code
- 6. MICR No.

(B) VENDOR DETAILS :

- 1. Vendor Code (See the vendor code given in the PO/Contract)
- 2. Name
- 3. PAN No. (Must enclosed self-attested photo copy of PAN Card)
- 4. Address with Mobile/Telephone No.
- 5. ~~VAT TIN No. _____~~
- 6. ~~CST Regn. No. _____~~
- 7. GST Regn. No.
- 8. ~~Central Excise Regn.No.~~
- 9. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

Thanking you,

Date:

Authorised Signatory & Stamp

.....

Bank Certificate

We confirm that the details given above are correct as per our records.

Date:

Place:

Official

Signature, Code & Stamp of Authorised Bank

Company: _____

Contractor: _____

PROFORMA-K

Format of Undertaking by Bidders towards submission of authentic information/ documents

(To be typed on the letter head of the bidder)

General Manager (Contracts)-PL

Oil India Limited

Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

Refer : Tender No.....Dated.....

Sir/Madam

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix seal of the Organization here, if applicable)

.....