



OIL INDIA LIMITED

BID DOCUMENT

TENDER NO. : GCT 6452 P21

“Hiring of services of vehicle(Mahindra Bolero/Tata Sumo), vintage of which is not more than 4 years old on (as and when requirement basis) for a period of 2(Two) years with a provision for another one year extension subject to satisfactory work under Telecom Section, PS-2, Moran, Assam.”

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ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Issued By : _____
(Signature)

Name : _____

Designation: _____

FORWARDING LETTER

To
M/S _____

Tender Notice No: GCT 6452P21

TO BE SUBMITTED AT : GUWAHATI

BID CLOSING DATE : 27-04-2021 TIME: 13-30 HRS

BID OPENING DATE : 27-04-2021 TIME: 14-00 HRS at GUWAHATI

TENDER FEE: NIL

Sir(s),

Oil India Limited (OIL), a Govt. of India Enterprise, invites bids for the job “**Hiring of services of vehicle(Mahindra Bolero/Tata Sumo), vintage of which is not more than 4 years old on (as and when requirement basis) for a period of 2(Two) years with a provision for another one year extension subject to satisfactory work under Telecom Section, PS-2, Moran, Assam**” 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 **PS 2 (MORAN) TELECOM, in the state of ASSAM**

- 1.0 The vehicle will be required to be placed at the disposal of the Company at Oil India Ltd.’s **AT PS 2 (MORAN) TELECOM,**
- 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. **17-03-2021 to 26-04-2021** (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 PROFORMA-E.** Otherwise the bid will be outright rejected.

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DECLARATION FOR BID SECURITY

PROFORMA-E

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:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

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

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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 27-04-2021. The bids so received shall be opened on 27-04-2021, at CONTRACTS SECTON 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 signs 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.

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- 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-E.** 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 as 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.

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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 **24 (Twenty four) Months. The Contract may be terminated early without citing reasons thereof at the discretion of the Company. However, intimation shall be sent to the bidder 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 :

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BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BRC)

1.0 The bid shall conform to the specifications and terms and conditions given in the The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

[A] Financial capability: Bidders must have

1. Annual financial turnover as per Audited Annual Reports **in any of preceding three(3) financial years** preceding scheduled bid opening date should be at least **Rs. 1,28,800.00**

FOR CONSORTIUM :

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

2. **Net Worth should be positive for the preceding financial year.**
3. **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 2020-2021 (or as the case may be) has actually not been audited as on original bid closing date.**
4. a) 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.
- (b)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 to provide documentary evidence for the same.

[B] Experience: Bidders must have;

1.0 Experience: Bidder must have relevant experience successfully completed similar works (*similar works mean 'Providing services of hired vehicles and transport services with PSUs/Central Govt./State Govt./ Semi-State Govt. Organization or any other Central/State Govt. Undertaking in India/ other Reputed private organizations* during last 7 years to be reckoned from the original bid closing date, complying with the following:

- (i) Experience of at least one similar work of **Rs. 2,14,700.00**
- (ii) **FORM 16(A)** has to be submitted in case of private companies

1.2. A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC/ BRC.

1.3. For proof of requisite experience and relevant technical requirements, any one of the following documents/photocopies must be submitted along with the bid:

1.4. In case of OIL contractors, copy of 'Certificate of Completion(COC)'/ 'Certificate of Payments(COP)'/ 'Service Entry Sheet' of jobs successfully completed, during last 7(seven) years ending bid closing date, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

1.5. Relevant certificate issued by any other Public Sector Undertaking/Govt. Department in last seven (07) years ending bid closing date showing:

- a) Gross value of job done; and
- b) Nature of job done; and
- c) Time period covering the financial year(s) as per NIT; and
- d) Clearly mentioning job completion date.

1.6. 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.

2. Other Technical criteria for bidder to qualify:

2.1. All the supporting documents in compliance to BRC requirements above shall be scanned and uploaded along with the technical bid. Non-submission of the documents will result in rejection of bids.

2.2. Any bid not complying BRC requirements shall be summarily rejected.

2.3 Documentary evidence in support of work experience and fulfilling the requirement as spelt out in clauses above must be submitted along with techno-commercial bid:

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- a) These documents should be in the form of copies Work Order and/or Contract document along with Completion Certificates. The Work Order and/or Contract Document shall contain detail scope of work in support of Work Experience.

OR

- b) In case the work is done for OIL, the bidder shall submit documentary evidence in the form of copies of Final Service Entry Sheet (SES) / copies of Work Order and/or Contract document/copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed. It may be clearly noted that simply mentioning of OIL's Contract / Work Order No will not be accepted.

Note: (i) All documents relating to above clause No. [A] & [B] must be submitted along with techno-commercial bid. These documents shall have to be produced by the bidder as and when asked for:

(ii) Any bid not complying BRC requirements shall be summarily rejected.

(iii) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

(iv) In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

(v) Certificate issued by PSUs / Central Govt. / State Govt. Organization in last seven years from date of bid opening, showing:

- (a) Gross value of job done; and
- (b) Nature of job done; and
- (c) Time period covering as per the NIT.

2.4 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
- 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

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non-compliance of the clause lead to rejection of the bid.

2.5) **The Bidder must have a business office establishment for a least one year within 50 Km radius of the area of operation where the services need to be provided (PS-2 Moran). Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.**

- (i) Trade License issued by the local authority in the name of the Firm or
- (ii) Landline phone number in the name of the Firm or
- (iii) Electricity bill for last one year in the name of the Firm

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.*

[C] **COMMERCIAL:**

- 1 Bidder shall submit the offer under "Single Stage" Single Bid System". Technical bid" and the "Price Bid".
- 2 ~~Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Technical Bid'. **Any bid not accompanied by a proper bid security will be rejected.** Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected.~~
- 3 ~~Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. **Any bid for which bid security is not received before due Date of Bid Closing will be rejected.**~~
- 4 Validity of the bid shall be minimum **90 days**. Bids with lesser validity will be rejected.
- 5 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 6 **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.**

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- 7 Any bid containing false statement will be rejected.
- 8 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
- 9 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 10 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.
- 11 Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- 12 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13 Bidder shall fulfill all the relevant clauses applicable for this Tender.

D) **OTHER INFORMATION /DOCUMENTS:**

Bidders are required to furnish the following information with relevant documents wherever necessary:

- (i) Tax Exemption Certificate, if any: Applicable / Not applicable
- (ii) CST registration No., if applicable:
- (iii) Local sales Tax registration, if applicable:
- (iv) PAN no. (photocopy of the PAN card required):
- (v) Service Tax registration No. , if applicable:
- (vi) VAT registration no. if applicable:
- (vii) Bank account No. With name of Bank, Type of account, Bank address.
- (viii) P.F. Code.

Non Furnishing of the above information may be liable for rejection of the offer.

E.) **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

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

F. Evaluation of bids

The Bids will be evaluated as per the Bid Evaluation Criteria (BEC) as stated herein under:

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. 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 charge per day X 10 DAYS X **24months** & Running Charge per KM X the Estimated KM indicated i.e. **1000 Km/month**) and OT rate.
3. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected.
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.**
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.**
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.**

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21.0 EXEMPTION OF TENDER FEE AND EMD:

- (i) ~~Micro & small Enterprises (MSME) ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.~~
- (ii) ~~Public Sector Undertakings (PSU) ,Central Govt. Departments are also exempted from payment of tender fee.~~
- (iii) ~~Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.~~
- (iv) ~~Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.~~
- (v) ~~Public Sector Undertakings (PSU) , Central Govt. Departments ,Micro & small Enterprises (MSME) ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents~~

G. 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.*

H. 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.**

24.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

25.0 **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)
For Chief General Manager (Pipeline Services)

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

In this contract, unless the context otherwise requires:

- 1.1 "AGREEMENT" means this service agreement.
- 1.2 "AREA OF OPERATIONS" means the Company's oilfield operations in the State of **ASSAM**.
- 1.3 "BASE STATION" means the station where the vehicle(s) shall be permanently based, 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 Transport Supplier while under this agreement with the Company;
 - ii) Unauthorised use of the vehicle(s)/equipment when released to the Transport Supplier for undertaking its deployment for any other business purpose;
 - iii) Withdrawal of vehicle(s) from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company's authorized representative;
 - iv) Failure of the Transport Supplier to place the vehicle(s) for periodic inspection as per schedule as directed by Company's Authorized representative./Engineer.
 - v) Failure to park the vehicle(s) after release on close of working hours at place designated by Company's authorized representative/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 actual date of placement of the first Vehicle(s) under this Agreement.
- 1.8 "COMPANY's Authorized Representative / Engineer" means General Manager (PLS) or his nominee

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- 1.9 CREW: Means Supervisors, operators, Drives, Handymen/ Helper(s)/Jugalees attached to the vehicle(s).
- 1.10 "DUE DATE OF PLACEMENT" means the date stipulated in the contract for placement of the vehicle(s).
- 1.11 "DETERIORATED CONDITION OF VEHICLE(S) means any vehicle(s) found not acceptable to Company's Authorised Representative/Engineer after mechanical inspection and/or vehicle(s) found to be unworthy of undertaking the services envisaged under the provisions of this Agreement and /or vehicle(s) 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 for recording the duty details on a day-to-day basis during the tenure of this Agreement.
- 1.13 "DRIVER / OPERATOR" means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License and P.S.V. Badge issued by the Regional Transport Authority/competent authority.
- 1.14 "DEFAULT" 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) due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s) 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)
 - f) Non-supply of fuel;
 - 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)/equipment on any day without prior permission

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- and authorization from the Company Engineer during the tenure of this Agreement;
- h) If the Transport Supplier bases the vehicle(s) at a station other than the stipulated Base Station without the authorisation of the Company's Authorised Representative/ Engineer;
 - i) Non-availability of vehicle(s)t due to defects detected upon periodic inspection/tests by the Company;
 - j) Non-rectification of defects expeditiously upon detection on inspection/test undertaken by the Company;
 - k) Non-availability of the vehicle(s) or crew when required;
 - l) Failure on part of the Transport Supplier to discharge his/her obligations as set out set out in the agreement.
 - m) 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.
 - n) Non-availability of services due to unauthorized / lightning strike by Transport Supplier or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- 1.15 "FIXED CHARGE PER DAY" means the fixed charge per day payable by company which is inclusive of depreciation, parking fee if applicable, all applicable taxes & duties including ~~VAT~~, insurances, wages and other emoluments of Operator/Driver(s) / Helper(s) /Jugalees and other operation staff/crew **excluding GST**.
- 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 Transport Supplier 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 Authorised Representative/Engineer.
- 1.18 "INSPECTION" means initial/periodic inspection carried out by the Company's Authorised Representative/Engineer to ascertain road worthiness of the vehicle(s)t along with necessary Permits, Insurance etc. for the vehicle(s) as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.
- 1.19 "INSURANCE" means comprehensive insurance of the vehicle(s) and shall include insurance of the crew and passenger(s).
- 1.20 "LICENCE AND PERMITS" means any and all of the following which must be valid and updated periodically by the Transport Supplier to the satisfaction of the Company:-

- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s) / operator(s).
- b) Registration Book(s) with endorsement of Road Tax.
- c) Permits for plying the vehicle(s) for commercial purpose as may be required.
- d) Road permits
- e) Fitness Certificate
- f) Inner line permit(s) where ever applicable.
- g) Comprehensive insurance certificate(s) both for vehicle(s) as well as Crew and passenger(s).
- h) Any other as required under law in force;
- i) Pollution
- 1.21 (a) "LIQUIDATED DAMAGES" means pro-rata fixed charge per hour rate payable by the Transport Supplier in case of Default as mentioned herein above which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the monthly fixed 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.
- ~~(b) "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Transport Supplier in case of default as mentioned in para 1.14 sub clause (n) of Section III which shall levied at the rate of twice the pro rata 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.~~
- 1.22 ~~"LEAVE" means Annual Leave to be granted to the Crew who is an employee of the Transport Supplier as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.~~
- 1.23 "MONTHLY KILOMETREAGE STATEMENT CUM BILL" means the format specified by the Company, inter-alia showing the KM run statements.
- 1.24 (a) "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month divided by 30(Thirty) days.
- (b) "PRO-RATA FIXED CHARGE PER HOUR" means the amount of fixed charge per day) divided by 24 (Twenty Four) hours.
- 1.25 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract 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.

- 1.26 "REGISTRATION" means the vehicle(s) 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.
- 1.27 "RUNNING CHARGE PER KILOMETER" means the rates payable against each KM run. and shall be deemed to include all the expenditures of the Transport Supplier viz., cost of fuel, tyre/tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved including GST element as applicable towards movement of the vehicle(s)/equipment.
- 1.28 "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 Authorised Representative/Engineer for which fixed charge shall be payable.
- 1.29 "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 Factories Act, 1948,**
 - g) The Workmen Compensation Act, 1923 & Industrial Disputes Act, 1947
 - h) Industrial Employment (Standing Order Act, 1946)
 - i) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
 - j) Payment of Wages Act, 1936
 - k) Any other Act as applicable from time to time.

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

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- 1.30 (a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any form of the defaults .
- 1 (b) "SHUT DOWN" shall also mean the non-availability of the Transport service due to an accident.
- 1.31 "STAND BY" means any of the following "- (N/A)

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

- i) For maintenance up to 48(Forty Eight) hours, cumulative per month, counted from the beginning of the month (7.00 A.M. onwards). 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. 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 Transport supplier 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) (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) which shall normally not be more than 30(Thirty) minutes.

1.32 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Transport Supplier 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.

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

(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Transport Supplier 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 & GST or any other Act where requires deduction of tax at source which may be in force from time to time.

1.34 CLAUSE - I: Transport Supplier's rates specified in Part - II of the service Agreement deemed to have been based on the following conditions (and the Transport Supplier shall not be entitled to any additional payment of any account save and except for circumstances specifically stated vide Clause IV hereunder).

1. The service to be rendered shall be on hire basis on the rates specified in **Price Bid**. The period of hire of the vehicle under this Agreement will be **for a period of 2 (Two) years**.

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Notwithstanding the Kilometer done on completion date of the contract by the vehicle. Agreement shall stand terminated on the date i.e. on completion date of the contract unless extended **of the service Agreement.**

2. The vehicle to be offered for the service shall comprise of:-
 - (i) **Hiring of services of vehicle(Mahindra Bolero/Tata Sumo), vintage of which is not more than 4 years old on (as and when requirement basis) for a period of 2(Two) years with a provision for another one year extension subject to satisfactory work under Telecom Section, PS-2, Moran, Assam**
 - (ii) An acceptable replacement will have to be provided in case of regular car withdrawn from duty.
3. The vehicle described under (2) above shall be new ones in the first instance and equipped with all standard fittings, instruments etc. and conform to the provisions of M.V.Act
4. The vehicle shall at all times be owned by an duly registered (at Transport Supplier's cost) in the name of Transport Supplier by appropriate Govt. authority.
5. The vehicle shall at all times be licensed (at Transport Supplier's cost) by appropriate Govt. authority to ply on service agreement basis in all areas of Company's activities particularly in **ASSAM** (necessary subsequent renewal of the license on due date to be made by the Transport Supplier).
6. The Vehicle shall at all times be INSURED by the Transport Supplier against all risks at his cost.
7. The right of the Transport Supplier to place the vehicle in the service of the Company shall be free from all financial and legal complications and encumbrances and should there be any interruption on Company's service due to such complications, the Transport Supplier shall on deemed fully compensate the Company the loss incurred by the later.
8. The Transport Supplier shall bear all other expenditure in way of fulfilling the statutory obligations of the Central and State Govt. during the period of validity of the service Agreement subject only, to entitlement for reimbursement under Clause IV hereunder.
9.
 - (a) The Transport Supplier shall provide all fuel, lubricant, spare parts etc. that may be necessary to run the vehicle on Company's work.
 - (b) The vehicle has to be maintained in tip top running condition during the period of contract. For this purpose, contractor has to obtain once in two months a vehicle suitability certificate from the Company's Engineer (Transport Engineer).
 - (c) With advance notice given to Company, the Transport Supplier will be allowed one day in a month as paid day (Fixed charge) only for servicing and running repairs to vehicle.
10. The Transport Supplier shall provide at his cost all labour (including necessary facilities thereof) for operating the service, i.e. Drivers/Helpers, Mechanic, Supervisor, Clerk, Chowkidars etc. and also such supervisory staff as needed for efficient services.

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2.0 DURATION OF THE CONTRACT:

The duration of the contract will be **for a period of 2 Years extendable by another 1 year**

3.0 PERFORMANCE SECURITY DEPOSIT :

3.1 The contractor will furnish an amount equivalent to **3%** of the annualized 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 in **Proforma-D**) issued by a Nationalized Bank, and shall remain valid for **Three(3)** more months beyond validity of the contract. In case the contract is extended the Performance Bank Guarantee will accordingly be extended suitably.

(i) A Bank Guarantee in the prescribed format vide **Proforma-D** issued by any of the following Banks **is acceptable:**

i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder **OR**

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

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

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

- (i) *“MT760/ MT760 COV for issuance of bank guarantee”*
- (ii) *“MT767/ MT767 COV for issuance of bank guarantee”*

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

b)The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee

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 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:**

4.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, thereof.

4.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 8.0 below.

4.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:**

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

4.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

4.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

4.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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4.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 4.1 to 4.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

4.8 **CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

4.8.1 Upon termination of the Contract, Contractor shall return to Company all of Company’s items, which are at the time in Contractor’s possession.

4.8.2 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

5.0 **LIQUIDATED DAMAGE(LD):**

5.1 "LIQUIDATED DAMAGES" in case of default shall be levied for the period of unscheduled shutdown period on the basis of 0.5 (Zero Point Five) times the monthly fixed 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.5.3** herein below will only be applicable.

5.2 "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Transport Supplier in case of default arising out of Non-availability of vehicle(s)/crew when the Company's operations are normal and also Non-availability of services due to unauthorized / lightning strike by Transport Supplier or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown and shall attract Special Liquidated damage at the rate of **twice the pro- rata** 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.

5.3 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract as stated in **clause 1.25** 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.

6.0 **PAYMENT TERMS:**

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- 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 7th 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 make to driver ,if any..

7.0 OBLIGATION OF THE CONTRACTOR

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

- 7.1 Perform the work of providing the services described in the Scope of Work in a most economic and efficient manner.
- 7.2 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.
- 7.3 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.
- 7.4 The Contractor and his workmen are to strictly observe the safety rules as per relevant Govt. Acts / Rules while executing the work.
- 7.5 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.
- 7.6 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

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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 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.

- 7.7 Allow the vehicle for periodic inspection as and when required by the Company’s authorized representative/engineer
- 7.8 In the event of the vehicle for regular operation being out of order or otherwise not available, a suitable relief vehicle with sound mechanical and physical condition shall be place in service immediately as substitute.
- 7.9 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.
- 7.10 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.
- 7.11 The Transport Supplier will not withdraw the contracted vehicle from services for any reason, not ply the vehicle for private purpose without the prior consent of the Company’s authorized representative/engineer.
- 7.12 *Contractor shall have office or shall open an office in an around MORAN, PS2, for day today communication and operation. This office shall be fully functional and operating condition for the entire duration of the contract.*

8.0 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.

- 8.1 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.

9.0 AUTHORITY / POWER OF THE COMPANY’S AUTHORIZED REPRESENTATIVES:

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

- 9.1 Order the Transport supplier to remove immediately any cause of unsatisfactory performance of the vehicle and of the service
- 9.2 Order the Transport Supplier to remove /replace by more suitable hands and persons / drivers/ helpers /mechanic or any person if found unsuitable.

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- 9.3 Advice 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.
- 9.4 Release of the vehicle for monthly maintenance.
- 9.5 Certification of daily Log sheets
- 9.6 Authentication of monthly kilometrage statement cum bill
- 9.7 Determination of undisputed instances of shutdown or standby, Liquidated damage and penalties for default on breach of Contract.

8.0 **FORCE MAJUERE:**

- 8.1 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 as provided herein. The word `Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) 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.
- 8.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 8.3 Should `force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the `force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such `force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

9.0 **SETTLEMENT OF DISPUTES:**

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

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

- a. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 day's notice to the other party. The notice invoking

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arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

- b. The number of arbitrators and the appointing authority will be as under:

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

- c. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

- h. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- j. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- k. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

The venue of all arbitrations under both **9.1 & 9.2** will be **Guwahati, Assam**. The award made in pursuance thereof shall be binding on the parties.

10.0 AMENDMENTS :

Amendments to any terms and conditions of this agreement, if any, can be carried out only through an “Amendment to Agreement” duly signed by authorized representative of the company and contractor.

11.0 OTHER CONDITIONS

11.1 All statutory taxes/levies by the Central, State Government or any other competent authority from time to time will be borne by the Transport supplier and the amount specified in the contract is inclusive of all tax liabilities. In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company shall be final and binding on you.

11.2 The vehicle shall at all times be owned and registered in the name of the Transport supplier by the appropriate authority.

11.3 The vehicles shall at all times be licensed by appropriate authority to ply on service agreement basis in all areas of Company’s areas of operation in.

11.4 The vehicle shall at all times be insured against all risks.

11.5 The Transport supplier shall ensure that the vehicle provided shall be free from all financial and legal complications and encumbrance.

11.6 The vehicle has to be maintained in tip top running conditions during the entire contractual period. For this purpose, contractor shall obtain vehicle suitability certificate once in two months from Company’s authorized representative.

11.7 With advance notice given to Company the contractor will be allowed 48 hours (cumulative) one day in a month as paid day (fixed charge) only for servicing and running repairs of the vehicle.

11.8 The speedometer and Kilometer record must be maintained at a very high standard of accuracy.

11.9 Terms and conditions of the contract shall include but not limited to the following:

I) Vehicle should have a valid commercial all ASSAM road permit throughout the contract period. The documents shall be produced to the engineer in charge at the time of placement.

II) 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, charging unit for charging of mobile phones, spark arrestor with

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fittings, Back gear with beeping sound, Outside Rear view mirrors on both sides of the vehicle.

- III) The Contractor has to arrange, without any extra cost to Company, the entry pass for personnel and vehicle engaged to Oil operational area (including Industrial area at Guwahati). Any cost regarding completing of formalities for entry pass shall have to be borne by the Contractor).
- IV) 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.
- V) 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 in this regard. The documents shall be produced to the engineer in charge at the time of placement of the vehicle.
- VI) 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.
- VII) The vehicle should be on road worthy condition with vintage of the car not more than 4 years.
- VIII) ~~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 Rs30 per day w.e.f 01st of January every year. This shall be included in bidders quoted monthly fixed rate. Monthly wages for Rs 756.17 /Day x 26 days(DRIVER)~~
- IX) ~~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.~~
- X) Contractor shall pay SOT, And Night Halt allowance as applicable to the vehicle driver on and the amount shall be reimbursed monthly in subsequent bills.
- XI) ~~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 once in a year. The amount shall be reimbursed on actual basis on submission of the original receipts/bills.~~
- XII) 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.
- XIII) OIL Logo and Bilingual company name with glow sign reflectors to be imprinted on the vehicle body at the time of placement of vehicle.

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XIV) 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.

XV) 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.

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

12.0 GOODS AND SERVICES TAX

12.1 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.**

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

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

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

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

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

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

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

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

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

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

12.7 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.

12.8 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.

12.9 **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**.

12.10 **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.**

12.11 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.

12.12 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.

12.13 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.

12.14 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.

12.15 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 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.

12.16 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.

12.17 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.

12.18 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

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

12.20 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.**

12.21 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.

12.22 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.

12.23 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.

12.24 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 levyable 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.

12.25 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars :

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or **Accounting Code of services[SAC]**;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);

- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

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

12.26 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.

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

PROFORMA-A**SECTION-II****SCHEDULE OF SERVICES AND RATES**

1.0 Hiring of services of vehicle(Mahindra Bolero/Tata Sumo), vintage of which is not more than 4 years old on (as and when requirement basis) for a period of 2(Two) years with a provision for another one year extension subject to satisfactory work under Telecom Section, PS-2, Moran, Assam.

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)	Unit Rate (Rs) (B)		Amount (Rs) (AXB)
				Figs	Words	
1	<u>Fixed Charge Daily:</u> Providing the services of vehicle 8 hrs per day basis including Drivers wages, PF/ESI if any. Services shall be used for maintenance of OFC ,OFC communication system , ROW patrolling visits, etc.	DAY	240			
2	<u>Running Charge:</u> The rate shall be inclusive of cost of fuel,lube, oil and all other consumables	KM	24000			
3	<u>DRIVERS OT :</u> If duty hrs. in beyond normal 8 hrs duty	HR	240			
4	FUEL PRICE VARIATION	BIDDERS NOT TO QUOTE.				

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6	GST	LSM	1	RATE OF GST (%)	AMOUNT OF GST (Rs.) (B)	
				Figs	Figs	Words

NOTES:

- (i) 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.**
- (ii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.
- (iii) *The price bid should be properly signed & sealed by the Authorized signatory of the Firm.*
- (iv) The above rates to be quoted by the bidders are inclusive of all operating /running expenses, daily minimum wages of driver (Excluding OT) . Bidders to quote their fixed rate inclusive of the wages of Driver and will remain firm throughout the tenure of the contract. The enhanced amount of wages, if any, 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) The rates are inclusive of all Taxes (~~VAT etc~~) and duties as applicable but **excluding** GST.
- (vi) The rates are inclusive of all liabilities including statutory liabilities.
- (vii) The running charge will be applicable for the actual kilometerage used by the User. The to & fro mileage from Garage to the place of reporting at OIL, will not be applicable under running Kilometer charge. The bidder(s) has to include to & fro charges in Fixed charge rate.
- 3.0 The rates are inclusive of all liabilities including statutory liabilities.
- 4.0 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**

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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 **10 KM per Ltr.**

5.0 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

6.0 Special Terms and Conditions :

- a) **Working Hours :** The duty hours of drivers /helpers at Pipeline Department be considered for 8 hours in a day .The normal duty hours will be 8 hrs.as specified by Engineer In Charge (inclusive of break) .
- b) The 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.
- c)The rates are inclusive of all Taxes (~~VAT etc.~~) and duties as applicable but **excluding GST.**
- d) **Valid Driving Licence of Driver:** *Contractor shall ensure that the person engaged as driver shall have valid driving licence.*

Annexure –A

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

INDIRECT TAXES/ GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the

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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.

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SECTION-III

SPECIAL CONDITIONS OF THE CONTRACT

Terms and conditions of the contract shall include but not limited to the following:

1. The service to be rendered shall be on hire basis. The period of hire of the vehicle under this Agreement will be two years with provision of extension by one year.
2. The vehicle to be offered for the service shall comprise of:-
 - (i) 1(one) Number Sumo/Bolero, standard design and bearing commercial number plate and all ASSAM permit cover and shall have the space to keep OFC Equipments/ Optical cable etc.and shall be provided with a overhead Carrier
 - (ii) An acceptable replacement will have to be provided in case of regular vehicle withdrawn from duty.
3. The vehicle should be on road worthy condition with vintage of the vehicle not more than 4(Four) years.
4. The vehicle shall at all times be owned by an duly registered (at Transport Supplier's cost) in the name of Transport Supplier by appropriate Govt. authority.
5. The vehicle shall at all times be licensed (at Transport Supplier's cost) by appropriate Govt.authority to ply on service agreement basis in all areas of Company's activities particularly in Assam and at ROW of pipeline to carry man and company material in the boot space.
6. The Vehicle shall at all times be INSURED by the Transport Supplier against all risks at his cost.
7. The right of the Transport Supplier to place the vehicle in the service of the Company shall be free from all financial and legal complications and encumbrances and should there by any interruption on Company's service due to such complications, will be in the Transport Supplier scope.
8. The vehicle cleanliness from inside should be ensured & should be free from electro mechanical problems.
9. Driver on duty should be competent, experienced, well behaved, sound physical & mental health with good understanding of the operational area roads and preferably carrying a mobile telephone.
10. Drivers on duty should be well versed with local traffic rules and shall have proper driving licence from Transport Authority.
11. Fuel, lubricants, driver's salary and other incidental expenses will have to be borne by the supplier.
12. The speedometer and Kilometer record must be maintained at a very high standard of accuracy.
13. Contactor is responsible for the payment of driver and PF/ESI if any.

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14. Vehicle shall be equipped with standard fittings , instruments etc including portable fire extinguisher , fog light and first aid box , seat cover , floor mat , charging unit for mobile and spark arrestors.

15.Fuel Price escalations will be provided as per the prevelent policy of OIL INDIA LTD. The running cost(per KM) will increase /decrease whenever there is an increase/decrease in the cost of Fuel(Diesel) over the rates as on date of tender opening. The adjustment of increase/decrease in rate will be applicable only when variation of cost exceeds 5% plus or minus on either side.For assessing increase/decrease in rates on account of fuel price increase/decrease, the consumption rate will be taken as 10 KM per litre.

16. The quoted rates should be inclusive of all taxes , duties and Driver's wages etc. except GST

17. In case of breakdown of vehicle because of whatever reasons,no fixed charges will be paid. In addition, penalty as applicable will be levied if immediate replacement of suitable/ equivalent vehicle is not given.

18. The quoted rates shall remain firm throughout the tenure of the contract.

19. The vehicle should be mechanically and physically fit , and must have the essential PERMIT and FITNESS CERTIFICATE.

20. The vintage of the vehicle should not be older than 4(Four) years from the date of publication of NIT.

21. The vehicle will be on requirement basis with an average requirement of 10 days a month. Considering the emergent nature of jobs, the vehicle may be required any time in 24 hours.

22) In case of any contradiction between GCC & SCC, SCC will prevail.

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SECTION –IV

SAFETY MEASURES & COMPLIANCE FORMAT

EXECUTIVE DIRECTOR (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No: GCT6452P21

Subject : Hiring of services of vehicle(Mahindra Bolero/Tata Sumo), vintage of which is not more than 4 years old on (as and when requirement basis) for a period of 2(Two) years with a provision for another one year extension subject to satisfactory work under Telecom Section, PS-2, Moran, Assam.

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following
 - i) _____
 - ii) _____
 - iii) _____

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's 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.

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- 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

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CONTRACTOR

COMPANY

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 _____ 2021.

Signature

(In the capacity of)

=====

CONTRACTOR

COMPANY

PROFORMA-C**DETAILS OF BIDDER****(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

a.	<u>Name of the Bidder / Firm:</u>			
b.	Registered postal address with PIN code:			
c.	Telephone No:			
d.	Mobile No:			
e.	E-mail ID:			
f.	Fax No:			
g.	Contact Person:			
h.	Contact person's contact No:			
i.	PAN No:			
j.	Bidder's Bank details:			
	Name:			
	Address:			
	A/c Type:			
	A/c No.:			
	IFSC/RTGS Code:			
	NEFT Code:			
k.	EMD / Bid Security Details:			
	EMD / Bid Security Deposited vide: (Tick <input type="checkbox"/> whichever is applicable)	ONLINE PAYMENT	DEMAND DRAFT (DD)	BANKER'S CHEQUE (BC)
	EMD Instrument No. & Date:			BANK GUARANTEE (BG)
	Validity of BG: (If EMD submitted vide BG)			
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of DD / BC / BG)			
l.	VAT Regn. No.			

CONTRACTOR

COMPANY

m.	GST Regn. No. (If not available then to be submitted on issuance of LOA)	
n.	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)	
o.	Vendor code with OIL (if available)	

Signature: _____

PROFORMA-D

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
(GENERAL MANAGER -CONTRACTS)
Guwahati, Assam, India, Pin – 781171

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

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

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

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

This guarantee is valid until the date _____ (calculated at **3 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

=====

CONTRACTOR

COMPANY

DECLARATION FOR BID SECURITY

PROFORMA-E

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:

- (d) 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
- (e) Having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
 - (iv) fail or refuse to execute the Contract, if required, or
 - (v) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (vi) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (f) Having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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CONTRACTOR

COMPANY

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 .

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CONTRACTOR

COMPANY

- (d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.
- (e) Section-I, II, III & IV hereto.
- (f) Annexure –I hereto
- iii) The rates payable for the job will be as indicated in **Part-III**
- 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.

=====

CONTRACTOR

COMPANY

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:

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CONTRACTOR

COMPANY

PERFORMA – HFORMAT 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

That the deponent desires to submit a bid for “**Hiring of services of vehicle(Mahindra Bolero/Tata Sumo), vintage of which is not more than 4 years old on (as and when requirement basis) for a period of 2(Two) years with a provision for another one year extension subject to satisfactory work under Telecom Section, PS-2, Moran, Assam.**”
The vehicles should be in road worthy conditions and vintage of vehicles should not be more than 4 (Four) years .

07. TO BE STATIONED AT ANY PLACE UNDER PS2, MORAN.

08. That the deponent’s communication address is not the same with any OIL’s quarters/settlement area/premises etc.

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CONTRACTOR

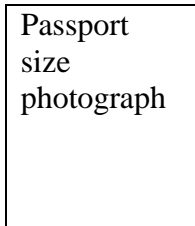
COMPANY

- 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.**
- 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

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CONTRACTOR

COMPANY

PROFORMA - I**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Code & Registration No. :

Signature

=====

CONTRACTOR

COMPANY

PROFORMA -J

To,
General Manager (F&A)-PLS
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. GST Regn. No.
- 6. 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

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CONTRACTOR

COMPANY

PROFORMA-K

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

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

To,

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 of our EMD and/or 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)

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CONTRACTOR

COMPANY