



# **OIL INDIA LIMITED**

## **BID DOCUMENT**

**Tender NO. : CGI9035P22**

**Hiring the service of Sumo Gold (or its equivalent diesel driven vehicle like Mahindra Bolero/ Scorpio etc.) of vintage not more than 4 years old on as and when required basis for OFC Maintenance under Telecom Section PS-7 (Madarihat) for a period of 3 (Three) years.**

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## FORWARDING LETTER

Sir,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites Domestic Competitive Bids (DCB) from competent and experienced Contractors through OIL’s e-procurement site for **“Hiring the service of Sumo Gold (or its equivalent diesel driven vehicle like Mahindra Bolero/ Scorpio etc.) of vintage not more than 4 years old on as and when required basis for OFC Maintenance under Telecom Section PS-7 (Madarihat) for a period of 3 (Three) years.”** through OIL’s e-procurement portal <https://etender.srm.oilindia.in/irj/portal>.

You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- |        |   |   |  |
|--------|---|---|--|
| (i)    | IFB No.                                 | : | <b><u>CGI9035P22</u></b>   |
| (ii)   | Type of IFB                             | : | <b><u>Single Stage-SingleBid</u></b>   |
| (iii)  | Pre-Bid Conference Date                 | : | Not Applicable   |
| (iv)   | Venue of Pre-Bid Conference             | : | Not Applicable   |
| (v)    | Last Date of Receipt of Pre-Bid Queries | : | Not Applicable   |
| (vi)   | Bid Closing Date & Time                 | : | As per online data   |
| (vii)  | Bid Opening Date & Time                 | : | As per online data   |
| (viii) | Priced Bid Opening Date & Time          | : | Same as Bid opening date & time  |
| (ix)   | Bid Submission Mode                     | : | Bid should be uploaded in OIL’s E-Procurement portal   |
| (x)    | Bid Opening Place                       | : | Office of the General Manager-Contracts<br>Oil India Limited, Pipeline Head Quarter<br>Guwahati-781171, Assam, India |

- (xi) Bid Validity : **90** days from date of Closing of bid
- (xii) Mobilization Time : **7 (Seven)** days from the date of issue Of LOA by OIL
- (xiii) Bid Security Amount : **NIL**
- (xiv) Bid Security Validity : **NA**
- (xv) Amount of Performance Guarantee : **3 %** of the annualized contract value
- (xvi) Validity of Performance Security : Up to **3 months** from date of completion of contract
- (xvii) Duration of the Contract : **4 (FOUR) Years**
- (xviii) Bids to be addressed to: : GENERAL MANAGER (CONTRACTS),  
OIL INDIA LIMITED,  
PIPELINE HEAD QUARTER  
GUWAHATI-781171, ASSAM, INDIA

### 3.0 **INTEGRITY PACT: (NOT APPLICABLE FOR THIS TENDER)**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Section – V**” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

### 4.0 **GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT:**

All the Bids must be Digitally Signed using “Class 3” digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection. **Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system .** Please refer “Guideline to Bidder for participating in OIL”

- 5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.
- 6.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 7.0 Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the “**Technical**

**Attachment**” area. **No price should be given in above , otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”. ***The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.***

***For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807178/4903.***

Notes and Attachments

→ Only Price Details Should Be Uploaded

Technical attachments

→ All technical bid documents except price details

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “ **New Vendor Manual (effective 12.0.2017)** ” available in the login Page of the OIL’s E-tender Portal.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL’s E-tender Site:



## Oil India Limited e-Procurement

User ID \*

Password \*

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for  
the New  
Manual &  
Instruction

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

**Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 8.0 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 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 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

General Manager (Contracts)  
.For Chief General Manager ( PLS)

**PART-I****INSTRUCTIONS TO BIDDERS**

**1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 BIDDING DOCUMENTS**

**1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 BIDDING DOCUMENTS****2.1 TENDER FEE: NIL**

- a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**2.3 EMD/ BID SECURITY DECLARATION FORMAT:**

**No Bid security is applicable against this tender. However Bid Security Declaration as per Proforma C to be furnished by the bidders along with the technical RfX.**

**PROFORMA - C****DECLARATION FOR BID SECURITY**

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

Sub: .....  
Tender No:.....

Dear Madam/Sir,

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

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

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

have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:

fail or refuse to execute the Contract, if required, or

fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

\*\*\*\*\*



All bidders should submit **the Proforma-C (Declaration for Bid security) confirming that the Bid is valid for minimum 90 days from the date of opening of Technical Bid. Bid without submission of Proforma-C will be summarily rejected.**

### 3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

### 4.0 DOCUMENT:

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:

a) A forwarding letter highlighting the following points. :

- i) Company's Tender No.
- ii) Bid closing date and time.
- iii) Bid opening date, time and place.
- iv) Bid submission place.
- v) Bid opening place.

1. Covering Letter with Salient features
2. Part –I Instruction to Bidders
3. Part-II: Bid Rejection/Evaluation Criteria
4. Section-I General terms and Condition of the Contract
5. Section- II: Schedule of Quantities, Service/work and Rates
6. Section- III: Special Condition of the Contract
7. Section- IV: Safety Measure and Compliance
8. Section- V: Integrity Pact-Not Applicable for this tender

**Proforma A:** Price Bid Format

**Proforma B:** Bid Form

**Proforma C:** Bid Security Declaration

**Proforma D:** Bank Guarantee format for Performance Security deposit

**Proforma E:** Agreement Form

**Proforma F:** Statement of Compliance/Non-Compliance

**Proforma G:** Format for court affidavit

**Proforma H:** Certificate of annual turnover & net worth

**Proforma I:** E-Payments vide RTGS/NEFT

**Proforma J:** Authentic information/ documents

**Proforma K:** Letter of Authority

**Proforma L:** Undertaking by vendor on submission of performance bank guarantee

**Proforma R:** Certificate for Restriction Of Procurement

**Proforma S:** Self-declaration of local content

**Proforma T:** Bank Guarantee towards Purchase Preference – Local Content

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

## 5.0 AMENDMENT OF BIDDING DOCUMENTS:

- 5.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 5.2 *The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in newspaper nor sent to any of the participating Bidders. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.*

## 6.0 PREPARATION OF BIDS

### 6.1 LANGUAGE OF BIDS:

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

### 6.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

## 7.0 DOCUMENTS COMPRISING THE BID:

- 7.1 Bids are invited under **Single Stage single Bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However Any document required to be submitted in original as per tender requirement should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on \_\_\_\_\_" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

General Manager (Contracts), Oil India Limited  
Pipeline Head Quarter, Narangi  
P.O.: Udayan Vihar, Guwahati, Assam – 781171

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

## 8.0 E- FORM FOR ONLINE SUBMISSION:

8.1 **TECHNICAL BID (Un-Priced)** comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause **9.0** of this section.
- iv) ~~Copy of Bid Security furnished in accordance with clause **10.0** of this section.~~
- v) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-F**.
- vi) ***Original Affidavit in Court Stamp Paper of RS. 20.00, duly attested by Notary as per the prescribed format in Proforma-G, failing which the bid will be considered as non-responsive and summarily rejected.***
- vi) ***Copy of signed Bid document without indicating prices.***

8.2 **COMMERCIAL/PRICE BID** comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal :

- (i) Price-Bid Format as per **Proforma-A**
- (ii) Bid Form as per **Proforma -B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

### NOTE:

**TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process only.

## 9.0 BID SECURITY DECLARATION FORM:

***The bidder shall complete and submit the Bid Security Declaration Form (Proforma-C).***

**10.0 BID PRICE:**

- 10.1 *Unit prices must be quoted by the bidders both in words and in figures.*
- 10.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 10.3 All duties and taxes including ~~VAT~~, Contract Tax, Corporate income Taxes and other levies but **exclusive of GST** payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**11.0 CURRENCIES OF BID AND PAYMENT:**

- 8.1 Bid currency and payment shall be **INR**.

**12.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in **Part-II** of the document.

**13.0 SIGNING OF BID:**

- 10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma-K) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*

- 13.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 13.4 *Any physical documents 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.*
- 13.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

#### 14.0 BID SECURITY

*In case any bidder withdraws their bid during the period of bid validity, ~~Bid Security will be forfeited~~ and the party shall be debarred for a period of 2(two) years to participate any future tender.*

#### 15.0 PERIOD OF VALIDITY OF BIDS:

- 15.1 Bids shall remain valid for **90 days** after the date of bid opening (technical) prescribed by the Company.
- 15.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
- 15.3 Bid Security shall not accrue any interest during its period of validity or extended validity.

**16.0** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-F**.

**17.0** Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

#### 18.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

**19.0 LATE BIDS:**

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

**20.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 20.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.
- 20.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 20.3 No bid can be modified subsequent to the uploading in the e-tendering system.
- 20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**21.0 PRE-BID CONFERENCE/ MEETING:**

*Not Applicable for this Tender.*

**22.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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.**

**23.0 OPENING AND EVALUATION OF BID:**

- 23.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.
- 23.2 Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 23.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

- 23.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 23.5 **To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.**
- 23.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 23.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 23.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **24.0 OPENING OF COMMERCIAL/ PRICE BIDS:**

- 24.1 *Company will open the Commercial/Price Bids of the techno-commercially qualified Bidders on a specific date as mentioned in portal in presence of interested bidders.*
- 24.2 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.
- 24.3 *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. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.*

#### **25.0 EVALUATION AND COMPARISON OF BIDS:**

- 25.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents.
- 25.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

- 25.3 Post bid or conditional discounts/rebates offered by any bidder 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 discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

## **26.0 CONTACTING THE COMPANY:**

- 26.1 Except as otherwise provided, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company.
- 26.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

## **27.0 AWARD OF CONTRACT**

### **AWARD CRITERIA:**

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **28.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

## **29.0 NOTIFICATION OF AWARD:**

- 29.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 29.2 *The notification of award will constitute the formation of the Contract.*
- 29.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

## **30.0 SIGNING OF CONTRACT:**

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the **Contract document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 30.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.



### 31.0 PERFORMANCE SECURITY:

31.1 Successful bidder shall be required to furnish an amount equivalent to **3%** of the annualized contract value as Performance Security Deposit within 15 days 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 **3 (Three)** more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma –D**. The same will be discharged by company not later than 30 days following its expiry.

(a) 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:*

- a. (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*

31.2 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfill its obligations under the Contract.

31.3 Failure of the successful Bidder to comply with the requirements of clause **31.1** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

**32.0 INTEGRITY PACT: NOT APPLICABLE FOR THIS TENDER**

32.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**SECTION –V- Integrity Pact** “of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

32.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudra Gangadharan, IAS (Retd.),and Shri Om Prakash Singh, IPS(Retd.) as Independent Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.),  
E-mail: sutanu2911@gmail.com
- b. Shri Rudra Gangadharan, IAS (Retd.)  
E-mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)
- c. Shri Om Prakash Singh, IPS(Retd.) ,  
E-Mail : Ops2020@rediffmail.com

**33.0 COST OF BIDDING:**

33.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

33.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid without seeking any clarifications.

**34.0 SITE VISIT:**

The Bidder, at the Bidder’s own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary.

- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works.
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site.
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working.
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract.
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

### 35.0 GENERAL:

- 35.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 35.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 35.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

### 36.0 SPECIFICATIONS:

.Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

- 37.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

- 37.1. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST ~~and Central~~ Exeise Registration Certificate.

- 37.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST ~~and Central Excise~~ Registration Certificate.
- 37.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST ~~and Central Excise~~ Registration Certificate.
- 37.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST ~~and Central Excise~~ Registration Certificate.
- 37.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies GST ~~and Central Excise~~ Registration Certificate.
- 37.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address,E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST ~~and Central Excise~~ Registration Certificate.
- 37.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST ~~and Central Excise~~ Registration Certificate.
- 38.0** **Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-20013/2/2017-FP-PNG dated 07.10.2019 of MoPNG.**
- 38.1** In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
- 38.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) Amended shall be required to meet / exceed the target of Local Content (LC) of %.

**38.3** Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_. *The percentage of local content in the bid is \_\_\_\_\_%.*”

**38.3.1** Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder). The percentage of local content in the bid is \_\_\_\_\_%.”

**Note:**

- a. In case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.
- b. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

**38.3.2** At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause and 38.1 and shall upload along with their techno-commercial bid in the e-procurement portal.

Sample format for calculation of LC of goods may be seen in Enclosure-A. Bidders confirmation on LC shall be based on the calculation shown in this Enclosure. However, this enclosure shall not be required to be included in the bid or uploaded by the bidders in the e-procurement portal.

**38.4** Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) L-1 bidder [if NLC is L-1 Bidder], other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

**38.4.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

**38.5** Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

**38.5.1** However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

**38.5.2** When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

**For example**

**In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).**

OR

**(Alternate clause applicable for cases where tendered quantity cannot be divided).**

**38.6** The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

**38.7** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-20013/2/2017-FP-PNG dated 07.10.2019.

**38.8** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

**38.9 Determination of LC:**

**38.9.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

**38.9.2** The total cost of service shall be constituted of the cost spent for rendering of service, covering :

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General service cost, excluding profit, company overhead cost, taxes and duties.

**38.9.3** The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

**38.9.4 Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

**38.10 Calculation of LC and Reporting:**

**38.10.1** LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

**38.10.2** Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

**38.11 Certification and Verification:**

**38.11.1** Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

**38.11.1.1 At bidding stage:**

- a) Local Component
  - i. The bidder shall provide the percentage of Local contents in the bid as per provisions under clause 38.9
  - ii. Bidder must have LC in excess of the specified requirement
- b) Undertaking by the bidder
  - i. The bidder shall submit an undertaking as per clause no. 38.3.2 from the authorized signatory having the Power of Attorney along with the techno-commercial bid stating the manufacturer meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- ii. The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as per clause no. 38.2
- iii. However, in case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.

**38.11.1.2 After Contract Award**

- a) The bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- b) (Applicable in cases of procurement for a value in excess of Rs 10 crores)  
The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

- 38.11.2** Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 38.11.3** The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 38.11.4** Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 38.11.5** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.



**38.12 Sanctions:**

- 38.12.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 38.12.2** The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 38.12.3** If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 38.12.4** A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

In pursuance of the clause No. 38.11.1.2 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Proforma-T) equivalent to the amount of PBG.

**35.0 PURCHASE PREFERENCE POLICY TO MSEs**

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME is applicable for this tender:

(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) Documents required to be submitted by MSE bidders:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification No. CG-DL-E-16062021-227649 dated 16th June'2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

Bidders claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

i. Udyam Registration Number with Udyam Registration Certificate.

Or

ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Further, in case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST Entrepreneur / Woman Entrepreneur should also be enclosed.

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

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

**1.1 Financial capability: Bidders must have;**

1.1.1 Annual financial turnover as per Audited Annual Reports In any of preceding 3 financial years (Ending 31st March, 2021) preceding scheduled bid opening date should be at least **INR 2,73,500.00**.

For consortium:

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

1.1.2 Period for consideration: **In any of preceding 3 financial years**

1.1.3 Net worth: **Positive for preceding financial / accounting year**

1.1.4 For Proof of Annual Turnover any of the following documents /photocopy must be furnished:

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth. 'UDIN' along with membership and firm registration number of CA issuing the certificate for turnover & net worth of the bidder must be provided.

OR

ii) Audited Balance Sheet and Profit & Loss account.

**Mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice**

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

1.1.6 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.

## 1.2 Experience:

(a) Bidders must have:

Experience of having successfully completed similar works (similar works mean '**Providing services of four or more-wheeler hired vehicles**' in Central Govt. Organization/PSU/State Govt. organization/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 should be of the following.

- (i) One similar completed works of minimum value **Rs. 4,55,800.00**.
- (ii) **FORM 16(A)** has to be submitted in case of experience with private companies

Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

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

(c) 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.

**1.2.1 The Bidder must have a business office establishment for at least one year within 50 Km radius of the area of operation (PS7, MADARIHUT, WEST BENGAL)where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents which satisfies as a proof of having the office establishment.**

- (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*

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

**1.2.2 Relaxation for OIL's registered Vendors :**

*i)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:*

*ii) 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.*

1.2.3 All the supporting documents in compliance to BRC requirements under clause 1.1, 1.2 & 1.3 above shall be scanned and uploaded along with the technical bid.

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

1.2.5 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.

1.2.6 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.

**NOTE:**

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

2. Any bid not complying BEC requirements shall be summarily rejected.

3. Bidders must have PF Account in their name issued by Regional Provident Fund Commissioner. Bidders must have ESI Account in their name. Documentary evidence of the same is to be submitted.

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

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

- a) Tax Exemption Certificate, if any, if /applicable.
- b) PAN no. (Photocopy of the PAN card required).
- c) GST registration No.
- d) VAT registration no. , if applicable.

- e) Bank account No. with name of Bank, Type of account, Bank address.
- f) P.F. Account No. / Code.
- g) ESI registration no.
- h) Price quotation of the offered vehicle from the Authorised Motor Vehicle Dealer along with the offer.

### 1.3. COMMERCIAL:

1.4.1. Bidder shall submit the offer under "Single Stage Two Bid "System - "Technical bid" and the "Price Bid".

1.4.2. Bidder shall upload Bid Security Declaration along with Bid as a part of 'Technical Bid'. Any bid not accompanied by a proper BID SECURITY DECLARATION will be rejected.

1.4.3. The Technical Bid should not have any price indication.

1.4.4. Validity of the bid shall be minimum **90 days**. Bids with lesser validity will be rejected.

1.4.5. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

1.4.6. 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.

1.4.7. Any bid containing false statement will be rejected.

1.4.8. The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

1.4.9. Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

1.4.10. 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.

1.4.11. The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.

- a) Performance Security Clause
- b) Force Majeure Clause
- c) Termination Clause
- d) Settlement of disputes Clause
- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.
- i) With holding clause.
- j) Liability clause.
- k) Set off clause

1.4.12 ~~Bidder shall upload sealed and signed copy of Integrity Pact along with Bid as a part of 'Technical Bid'. Any bid not accompanied by signed Integrity Pact will be rejected.~~

## 1.4. GENERAL

1.5.1. In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.

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

1.5.3. In case, any of the clauses in the BEC/BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.

1.5.4. Bidder shall fulfil all the relevant clauses applicable for this e-Tender.

1.5.5. The original copy of documents [submitted by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

## 2. BID EVALUATION CRITERIA (BEC):

- 2.1. The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria.
- 2.2. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected.
- 2.4. **In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders.**
- 2.5. **Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.**
- 2.6. **Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.**

**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 WEST BENGAL.
- 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 Authorised Representative / Engineer" means Chief General Manager (PLS) or his nominee
- 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 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) 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 MONTH" means the fixed charge per month 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) 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 as stated in **clause 1.14, (Section-III)** 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.

- 1.30 (a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any of the defaults in **Section-III** as stated above.
- 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 "-

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 SECTION - II. The period of hire of the vehicle under this Agreement will be **for a period of 3 (Three) years.**

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 vide **Clause 12 of Part-I of the service Agreement.**

2. The vehicle to be offered for the service shall comprise of: -

(i) **“Hiring the service of Sumo Gold (or its equivalent diesel driven vehicle like Mahindra Bolero/ Scorpio etc.) of vintage not more than 4 years old on as and when required basis for OFC Maintenance under Telecom Section PS-7 (Madarihat) for a period of 3 (Three) years.”** with all standard design running on diesel bearing commercial number plate and all **West Bengal permit** covering the **state of West Bengal.**

- (ii) An acceptable replacement will have to be provided in case of regular vehicle 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 **West Bengal** to carry 5 passengers excluding driver (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 be 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, Chowkiders etc. and also such supervisory staff as needed for efficient services.

2.0 **DURATION OF THE CONTRACT:**

The duration of the contract will be for a period of **3 (Three) years.**

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.

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

ii) 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:*

- a. (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 22.0 above.

**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.

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:**

- 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 4<sup>th</sup> 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 Kilometerage 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 and helper (if any) as per clause **3 & 4 of Section -II.**

## 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 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 PS-7, Madarihut (WB) 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.
- 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 kilometerage 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 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 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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

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

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

- h. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- 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 **West Bengal** 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 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 PS7). 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 license 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.
  - 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.

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 LMV/HMV Drivers 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 equivalent 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 leviable 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.

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**SECTION-II**  
**PROFORMA-A**

**SCHEDULE OF SERVICES AND RATES**

**DESCRIPTION OF SERVICES**

1.0 Hiring the service of Sumo Gold (or its equivalent diesel driven vehicle like Mahindra Bolero/ Scorpio etc.) of vintage not more than 4 years old on as and when required basis for OFC Maintenance under Telecom Section PS-7 (Madarihat) for a period of 3 (Three) years.

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	<b><u>Fixed Charge Daily:</u></b> Providing the services of vehicle 12 hrs per day basis. The vehicle must be able to ply in WEST BENGAL. The services is to be used for maintenance of OFC ,OFC communication system , ROW patrolling visits,etc. <b>Charges include Driver's wags and other allowances as per RLC norms.</b>	DAY	720			
2	<b><u>Running Charge:</u></b> The rate shall be inclusive of cost of fuel,lube oil and all other consumables	KM	108000			
3	FUEL PRICE VARIATION	<b>BIDDERS NOT TO QUOTE.</b>				
4	PARKING FEE & TOLL TAXES.	<b>BIDDERS NOT TO QUOTE. WILL BE REIMBURSED</b>				
5.	<b>GRAND TOTAL (EXCLUSIVE OF GST)</b>					
5	<b>GST@5%</b>	LSM	1	<b>RATE OF GST (%)</b>	<b>AMOUNT OF GST (Rs.) (B)</b>	
				Figs	Figs	Words

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**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, **wages. of driver** through out the tenure of the contract. Which will remain firm.
- (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.

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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 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.

**C) Special Terms and Conditions :**

**a) Working Hours :**

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

- b)1. 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.

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

**b) 2. Valid Driving Licence of Driver:**

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

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**SECTION-III****SPECIAL TERMS AND CONDITIONS****Scope of works:**

**Hiring the service of Sumo Gold (or its equivalent diesel driven vehicle like Mahindra Bolero/ Scorpio etc.) of vintage not more than 4 years old on as and when required basis for OFC Maintenance under Telecom Section PS-7 (Madarihat) for a period of 3 (Three) years.** with standard fittings purchased after the issuance of LOI, to be stationed at OIL's Pump Station No. 7, Madarihut (WB) and to visit any place of OIL's operational areas in West Bengal for a period of 3 (THREE) years, compliance of statutory requirements of Govt. regulatory agencies and satisfactory performance & services by the bidder as well as Driver engaged.

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

1.0 Vehicle should have a valid commercial Road Permit for plying in the districts of Alipurduar, Jalpaiguri, Kalimpong and Darjeeling in the state of West Bengal throughout the contract period.

2.0 Details of job under contractor –

Hiring Vehicle service on as and when required basis for **Pump Station-7, Telecom Section (Madarihat)** for a maximum of 20 (Twenty) days in a month and will be required to run about 3000 KM on a monthly basis for the entire period of the contract.

3.0 Time of Completion –

Time of completion shall be 3 years from commencement.

4.0 Driver of the vehicle should have a valid driving license and should be in good mental and physical health condition.

5.0 The contractor must pay the minimum RLC rate to the driver/operator.

6.0 The vintage vehicle provided for this service should not be more than 4(Four) years old.

7.0 The vehicle provided should be Tata Sumo Gold or its equivalent diesel driven vehicle like Mahindra Bolero/Scorpio etc. with good boot space.

8.0 Driver/operator deployed by the contractor has to abide by the OIL's HSE (Health, Safety and Environment) norms.

9.0 The contractor shall provide PERSONAL PROTECTIVE EQUIPMENTS [PPEs] to the person deployed by him at contractor's cost.

10.0 Driver/operator deployed by the contractor should carry identity cards issued by contractor stating the name of the contractor and work and its validity period.

11.0 All statutory taxes (viz. Commercial tax, Permit, Registration, Fitness, Valid Insurance of the vehicle etc.) and all other vehicle maintenance expenses shall be borne by the contractor.

35) In case of any contradiction between GCC and SCC, SCC will prevail.

## NOTE:

\* A SUITABLE FIRE EXTINGUISHER WILL HAVE TO BE INSTALLED IN THE VEHICLE .

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

\*\*\*\*\*

SECTION -IVSAFETY MEASURES & COMPLIANCE FORMAT

To  
 GENERAL MANAGER (CONTRACTS)  
 OIL INDIA LIMITED  
 GUWAHATI

**SUB: SAFETY MEASURES**  
**Tender No: CGI9035P21**

**SUBJECT: Hiring the service of Sumo Gold (or its equivalent diesel driven vehicle like Mahindra Bolero/ Scorpio etc.) of vintage not more than 4 years old on as and when required basis for OFC Maintenance under Telecom Section PS-7 (Madarihat) for a period of 3 (Three) years.**

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.
- 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

Dated \_\_\_\_\_

M/s \_\_\_\_\_  
 For & On Behalf Of Contractor

\*\*\*\*\*

**SECTION-V****INTEGRITY PACT(N/A)**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 -Commitments of the Principal**

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

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

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

**Section: 2 -Commitments of the Bidder/Contractor**

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

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

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

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

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

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs

#### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

**Section: 8 -External Independent Monitor/Monitors**

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



7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.  
Date .

\*\*\*\*\*

PRICE BID

TENDER NO. CGI9035P22

As per Section –II of the tender document and shall be quoted online Format.

\*\*\*\*\*

**PROFORMA-B****BID FORM**

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

Sub : Tender No. : \_\_\_\_\_

Dear Sir,

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

-----  
Signature

\_\_\_\_\_  
(In the capacity of)

-----  
\*\*\*\*\*

PROFORMA-CDECLARATION FOR BID SECURITY

To,

M/s. Oil India Limited

.....,

.....

Sub: .....

Tender No:.....

Dear Madam/Sir,

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

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

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

- (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 INDIA LIMITED 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:

PROFORMA-DFORM 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 \_\_\_\_\_

\*\*\*\*\*

**PROFORMA - E****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 .
- (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.

**PROFORMA-F****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:

-----  
\*\*\*\*\*



FORMAT FOR COURT AFFIDAVIT

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

Date.....

I, Sri/Smt \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_

Sri/Late \_\_\_\_\_ by religion \_\_\_\_\_ aged \_\_\_\_\_ years, by

occupation \_\_\_\_\_ resident of \_\_\_\_\_

P.S. \_\_\_\_\_ Dist \_\_\_\_\_ State \_\_\_\_\_ to hereby solemnly

affirm and declare an oath as follows:-

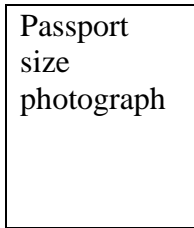
01. That the deponent is permanently residing at the above address with the family members.
02. That the deponent is not an OIL employee in service or dependant of OIL employee in service.
03. The deponent has not submitted any other application as a Proprietor or Partner of any other firm or against the name of deponent against the Tender Notice No.....  
**dated .....**
04. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
05. That the deponent is sole proprietor of M/s \_\_\_\_\_ of \_\_\_\_\_ (if applicable) participating in the **T. Notice No \_\_\_\_\_ dated \_\_\_\_\_.**
06. That the deponent has own Bank account No \_\_\_\_\_ at \_\_\_\_\_ Branch
07. That the deponent desires to submit a bid for supply of 1 (ONE) **NUMBER Sumo Gold (or its equivalent diesel driven vehicle like Mahindra Bolero/ Scorpio etc.) of vintage not more than 4 years old on as and when required basis for OFC Maintenance under Telecom Section PS-7 (Madarihat) for a period of 3 (Three) years.** \_\_\_\_\_ (PURCHASED AFTER ISSUANCE OF L.O.I. BY OIL) TO BE STATIONED AT ANY PLACE OF \_\_\_\_\_.
08. That the deponent's communication address is not the same with any OIL's quarters/settlement area/premises etc.
09. That the deponent will abide by the rules and conditions of the said contract basis of **Oil India Limited, Pipeline Headquarters, Narengi, Guwahati-781171, District-Kamrup, Assam.**

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

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

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

The deponent Sri/Smti \_\_\_\_\_ sign as \_\_\_\_\_



Passport size photo affixed herewith

Introduced by:

Advocate,.....

Deponent

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

NOTARY

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA –H****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.

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

**Place:**

**Date:**

**Seal:**

**Membership Code & Registration No. :**

**UDIN:**

**Signature**

**PROFORMA -I**

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

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

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

**(A) BANK DETAILS**

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

**(B) VENDOR DETAILS :**

1. Vendor Code ( See the vendor code given in the PO/Contract)
2. Name
3. PAN No. (Must enclosed self-attested photo copy of PAN Card )
4. Address with Mobile/Telephone No.
5. 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

**PROFORMA-J****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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PROFORMA-KPROFORMA LETTER OF AUTHORITY

To  
**General Manager (Contracts)P/L**  
Oil India Ltd.,  
P.O. Udayan Vihar - 781171  
Assam, India

Sir,

Sub: **OIL's Tender No:** \_\_\_\_\_

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

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PROFORMA-LUNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,  
 The Oil India Limited  
 Materials/Contracts Department  
 Duliajan – 786 602  
 Assam

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

PBG issuing bank details:-

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

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

Authorised Signature \_\_\_\_\_

Name \_\_\_\_\_

Vendor Code \_\_\_\_\_

Email ID \_\_\_\_\_

Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

**CHECKLIST****DATE:****TENDER NO: CGI9035P22****BIDDER:** \_\_\_\_\_ **= SUBMITTED,  = NOT SUBMITTED**

<b><i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i></b>	<b><i>SUBMITTED/NOT SUBMITTED</i></b>	<b><i>REMARKS</i></b>
Price Schedule Format, (Proforma-A)		
Bid Form, (Proforma-B)		
Bid Security declaration Form (Proforma-C)		
Performance Security Form, (Proforma-D)		
Sample Agreement Form (Proforma-E)		
Statement of compliance/ Non compliance (Proforma-F)		
Court Affidavit (Proforma-G)		
Certificate of Annual Turnover & Net Worth (Proforma-H)		
Integrity Pact (Sec-V), if applicable		
E-payments vide RTGS/NEFT (Proforma – I)		
Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –J)		
PROFORMA LETTER OF AUTHORITY PROFORMA–K		
UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE PROFORMA-L		

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