

TENDER NO: DCT4862P21

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

COVERING LETTER / INSTRUCTION TO BIDDERS (ITB)

OIL INDIA LIMITED (OIL) invites applications from interested persons for the under mentioned services on the basis of one-person-one-vehicle per category as under:

Tender No. / IFB No.	DCT4862P21
Description of Work / Service	Hiring services of the following readily available vehicles at Company's offered rates for OIL's seismic survey operations 2020-21 in Assam & Arunachal Pradesh for 07 months extendable by 02 months, if required. (a) TATA Sumo/Mahindra Bolero (2WD) = 21 nos. (There is no restriction regarding vehicles with AC/Non-AC and/or 4WD) (b) Tata DI/Utility/Bolero Camper (Double Cabin, 2WD) or equivalent = 17 nos. (There is no restriction regarding vehicles with AC/Non-AC and/or 4WD) (c) TATA 709 Pickup (Double Cabin, 2WD) or equivalent = 16 nos. (There is no restriction regarding vehicles with AC/Non-AC and/or 4WD) (d) Truck (TATA SE1613/697 or equivalent) = 02 nos. (e) Mini Bus 22-26 seater (TATA LP 410/31 E3 or equivalent) = 02 nos.
Location of Work	OIL's operational areas in Assam & Arunachal Pradesh.
Period of Contract	07 (seven) months extendable by 02 (two) months, if required.
Period of Submission of Applications.	21.08.2020 to 22.09.2020 (Till 12:45 HRS IST on 22.09.2020)
Bid/Application opening date & time	22.09.2020 at 13:00 HRS IST.
Tender Fee	Not Applicable
Application submission location	To be submitted in the Tender Box situated at the office of CGM-Contracts, Contracts Dept., Oil India Ltd., Duliajan – 786602, Assam.

2.0 Interested bidders may download the application form & other relevant formats from OIL's website (www.oil-india.com) within the date and time for submission of Applications.. Applicants(s) are to note that the application form & other relevant formats are to be downloaded well in advance for timely submission of applications. OIL will not be held responsible for any delay in this regard.

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

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

4.0 BID SUBMISSION:

4.1 The applicants will have to submit the following documents:

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

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

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

CGM-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN, DISTRICT: DIBRUGARH
PIN- 786602 (ASSAM)

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

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

Tender No.: **DCT4862P21** (Hiring services of **readily available vehicles for seismic survey operations**).

Bid Closing Date & Time : _____
Category of Vehicle : _____
Bidder's name : _____
Bidder's mailing address : _____

- 4.4 Any offer received after the appointed time on the Bid closing date shall be summarily rejected and returned to the tenderer(s) unopened within 01 (one) month of finalization of tender against request by the concerned bidders.
- 4.5 In case the bid closing date happens to be a bandh/holiday, the same will be deferred to the same time of the next working day (except Saturday).
- 4.6 No modification or alteration to the offer shall be permitted after the appointed time on the bid closing date. NO CLARIFICATION ON WHATSOEVER REASONS THEREOF WILL ALSO BE ENTERTAINED AFTER THE BID CLOSING DATE.
- 4.7 The applications will be scrutinized and provisional selection will be made solely as per technical criteria & procedures outlined. The provisionally selected applicants shall then be considered for further processing
- 5.0** Letter of Award (LOA) shall be issued to the provisionally selected parties.

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- 6.0** Performance Security for an amount of **Rs. 10,000/-** (*Rupees Ten Thousand*) only in the prescribed manner shall have to be deposited by the parties to whom LOA shall be issued within 1 (one) week from the date of issue of LOA.
- 7.0** The parties to whom LOAs have been issued will then have to sign the formal contract agreement and report to CGM-Geophysics for placement of the vehicles within 02(two) weeks from the date of issue of LOA or as mentioned in the LOA.
- 8.0** The contract shall be made in line with approved rates, terms and conditions of the Tender. The details of the tender may be viewed at OIL's website www.oil-india.com and shall also be displayed at the notice board of Contracts Dept, Oil India Ltd., Duliajan.
- 9.0** Although the actual total requirement of vehicles to be hired in different categories is **58** (*fifty eight*), a **waiting-list** of provisionally selected applicants in order of priority ranking shall/may be maintained with validity **up to 31.12.2020** as follows: **2** (*two*) each against Truck & Minibus category; **5** (*five*) each against categories of Sumo/Bolero & TATA 709 Pickup, **10** (*ten*) against TATA DI/Utility/Camper category to fill up any vacant position due to cancellation or additional requirements. The wait-listed applicants if selected shall have to place the vehicles within 02(two) weeks from date of issue of LOA.
- 10.0** In case of any unprecedented Bandh /Holiday on the last date of submission and /or receipt of applications mentioned in the Tender, the same shall be extended to the next working day except Saturday.
- 11.0** **PERFORMANCE SECURITY DEPOSIT:** The Performance Security is to be deposited solely in the prescribed "**Pay-in-Slip**" mode available at **Duliajan Branches** of UBI / UCO / SBI / ALLAHABAD BANK (Duliajan/ Tipling Tinali/ AGCL) / CENTRAL BANK / CANARA BANK / INDIAN BANK / UNION BANK OF INDIA / INDIAN OVERSEAS BANK in favour of OIL INDIA LIMITED, DULIAJAN. Applicants not depositing Security Deposit in the above prescribed manner will not be accepted. Refund of Performance Security Deposit will be made after 3(three) months of successful completion of the contract in the name of applicant as per the bank details provided in the application.
- 12.0** The rates, terms & conditions of the contracts are as per minimum rates of wages notified by Govt. of India and as detailed in SOQ & SCC.
- 13.0** **TECHNICAL CRITERIA / SPECIFICATIONS FOR HIRING:** Applicants shall have to fulfil the following technical criteria specifications as under:

- (i) Sumo / Bolero - 2WD = 21 nos.: Vehicles with vintage prior to 2015 shall not be considered.**

There is no restriction regarding vehicles with AC/Non-AC and/or 2WD/4WD. However, the rates shall be same for vehicles with AC/Non-AC and/or 2WD/4WD. Also, all types of vehicles shall be considered at par during evaluation.

The vehicle should be provided with Services of 1 (one) Driver.

- (ii) Tata DI / Utility / Bolero Camper (Double Cabin, 2WD) or equivalent = 17 nos.: Vehicles with vintage prior to 2015 shall not be considered.**

There is no restriction regarding vehicles with AC/Non-AC and/or 2WD/4WD. However, the rates shall be same for vehicles with AC/Non-AC and/or

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2WD/4WD. Also, all types of vehicles shall be considered at par during evaluation.

The vehicle should be provided with Services of 1 (one) Driver.

Note: In case, adequate numbers of DI/Utility/Camper (Double Cabin) or equivalent is not available, DI/Utility/Camper (Single Cabin) or equivalent will be given next preference for the remaining requirement(s) but vintage prior to 2015 will not be considered.

- (iii) TATA 709 Pickup (Double Cabin, 2WD) or equivalent = 16 nos.: Vehicles with vintage prior to 2015 shall not be considered.**

Vehicles with 4WD will also be accepted. However, the rates shall be same as indicated in the Tender for 2WD vehicle. Also, 2WD & 4WD vehicles shall be considered at par during evaluation.

The vehicle should be provided with Services of 1 (one) Driver.

Note: In case, adequate numbers of TATA 709 PICKUP (Double Cabin) or equivalent is not available, TATA 709 PICKUP (Single Cabin) or equivalent will be given next preference for the remaining requirement(s) but vintage prior to 2015 will not be considered.

- (iv) Trucks (TATA SE1613/697 or equivalent) = 02 nos.: Vehicles with vintage prior to 2015 shall not be considered.**

The vehicle should be provided with Services of 1 (one) Driver & 1 (one) Helper.

- (v) Mini Bus 22-26 seater (TATA LP 410/31 E3 or equivalent) = 02 nos.: Vehicles with vintage prior to 2015 shall not be considered.**

The vehicle should be provided with services of 1 (one) Driver & 1 (one) Helper.

Note for Para-13.0: The vehicles will be hired in order of year of make (lesser vintage will get higher priority). In case two or more bidders offer vehicles with same vintage then vehicle with latest registration will be given higher priority. For other identical situations, priority amongst the similar bidders will be decided through draw of lots.

14.0 BID REJECTION CRITERIA (BRC): The applications shall generally conform to the technical specifications outlined under para 13.0 above with rates, terms and conditions as offered by Company.

- a) Applications will be rejected in case vehicles offered do not conform to the required parameters stipulated in the technical specifications mentioned above.
- b) The principle of **one-person-one-vehicle** only against each category of vehicle will be applicable to this tender.
- c) Vehicles registered as **commercial/professional vehicles** only will be considered.
- d) The applicant shall fill up the requisite application form in all respects and also submit the requisite affidavit(s) and other relevant declaration formats with proper & correct details affixing his/her signature & photograph on the application form. The same should be submitted at the **TENDER BOX** of the office of CGM-Contracts within the stipulated period mentioned in the tender.

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Applications received after the deadline for submission as stipulated in the tender will not be accepted.

- e) The vehicle must be registered in the applicant's name only with authentic vehicle documents like Regd. Certificate, Insurance, Fitness Certificate, Road Permit, Pollution certificate etc. which should be valid & up to date and to be submitted along with the application. In case the Insurance, Fitness Certificate, Road Permit, Pollution Certificate are not upto date at the time of submission of application, then the applicant/contractor shall have to submit the upto date documents (Insurance, Fitness Certificate, Road Permit, Pollution Certificate) on or before placement of the vehicle. Without the up to date documents (Insurance, Fitness Certificate, Road Permit, Pollution Certificate) the Contractor(s) will not be allowed to place the vehicle(s) and the LOA(s) issued/ Contract(s) awarded shall stand terminated without any notice.
- f) If the applicant is a son/daughter/ spouse of any employees of OIL then the applicant shall have to submit a declaration jointly with the employee in the form of an affidavit in this regard and confirm thereby to produce a Certificate from the ER/Personnel Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list before issuance of LOA. Ref. Annexure-IV (Affidavit). If the applicant happens to be a son/daughter/ spouse of any OIL employee but does not submit Affidavit (as per Annexure-IV) and/or the Certificate from the ER/Personnel Department as mentioned above his/her application will be rejected.
- g) If the applicant happens to be an employee of any Government / Quasi Government / Public Sector Undertaking, same shall be rejected.
- h) Applications shall be received from individuals only. If application is found to be from any firm / organization / enterprise / company, then it shall be rejected.
- i) Date of manufacturing of the offered vehicles should be on or after 01.01.2015. Vehicles with manufacturing date prior to 01.01.2015 will be rejected. Vehicles of lesser vintage will get higher priority. In case only year of manufacturing is available, the vintage would be considered as 1st January of the year of manufacturing. In case both month and year of manufacturing are available, the vintage would be considered as the 1st day of the month of manufacturing. In case two or more bidders offer vehicles with same vintage then vehicle with latest registration will be given higher priority. For other identical situations, priority amongst the similar bidders will be decided through draw of lots.

15.0 IMPORTANT NOTES:

The tender will be governed by the following bid documents:

- Covering Letter / ITB** - Covering Letter with Instructions to Bidders (ITB).
- General Conditions of Contract** - GCC
- Schedule of Work, Unit and Quantity** - SOQ
- Special Conditions of Contract** - SCC
- Safety Measures** - SM
- Annexures** - Application Format (Annexure-I), Bidder Details (Annexure-II), Court Affidavit (Annexure-III), Non-Dependent Joint Declaration Format (Annexure-IV).

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

- 16.0 TRANSFERRABILITY OF BID DOCUMENTS:** The applications / bid documents are not transferrable and can be submitted only in the name of the bidder in whose name the application has been issued. Unsolicited offers will not be considered and shall be rejected outright. No application can be modified or withdrawn after the last date for submission of application.
- 17.0 AMENDMENTS:** All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on OIL's website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.
- 18.0 NOTIFICATION OF RESULTS:** OIL shall display the results of successful applicants in the notice board at the office of CGM-Contracts, Oil India Ltd., Duliajan, Assam.

Sd/-
(N.J.Saikia)
Dy. General Manager – Contracts (TS)
For Chief General Manager – Contracts
FOR RESIDENT CHIEF EXECUTIVE

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APPLICATION FORMAT (Annexure – I)
Tender No: DCT4862P21 - Hiring of short term vehicles (2020-21)
 (To be submitted in Duplicate)

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

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

Paste recent color photo of Applicant

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

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

Date: _____

(Signature of the Applicant)

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ANNEXURE - II

FORMAT FOR BIDDER DETAILS

(To be filled up by the Bidder / Applicant)

(TENDER NO: DCT4862P21)

(Hiring of short term vehicles for 2020-21)

Name of the Bidder/Applicant: _____

Father's Name: _____

Husband's Name (if applicable): _____

Date of Birth: _____

Sex: _____

Registered Postal Address with PIN Code: _____

Telephone No.: _____

Mobile No.: _____

E-mail ID: _____

Fax No.: _____

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

PAN No.: _____

VAT Regn. No (if available): _____

GST Regn. No (if available): _____

BANK DETAILS OF BIDDER:

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

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

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

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

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

Yours faithfully,

Signature of Bidder / Applicant: _____

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

Annexure – III
FORMAT FOR COURT AFFIDAVIT

(TO BE SUBMITTED ALONGWITH THE APPLICATION IN ORIGINAL BY THE APPLICANTS)
(TENDER NO: DCT4862P21)

BEFORE THE NOTARY AT ::: ASSAM

A F F I D A V I T

Dated

I, Sri/Smti _____, son / daughter / wife of _____,
_____, aged about _____ years, resident of

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

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

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

OATH

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

Identified By

DEPONENT

(Advocate)

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

NOTARY

ANNEXURE - IV

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

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

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Hiring the services of
.....

A F F I D A V I T

Dated

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

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

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

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

OATH

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

Identified By

DEPONENT NO. 1

(Advocate)

DEPONENT NO. 2

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

NOTARY

Section-I
GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK/SERVICES: Hiring services of the following readily available vehicles at Company's offered rates for OIL's seismic survey operations 2020-21 in Assam & Arunachal Pradesh for 07 months extendable by 02 months, if required.

- (a) TATA Sumo/Mahindra Bolero (2WD) = 21 nos. (There is no restriction regarding vehicles with AC/Non-AC and/or 4WD)
- (b) Tata DI/Utility/Bolero Camper (Double Cabin, 2WD) or equivalent = 17 nos. (There is no restriction regarding vehicles with AC/Non-AC and/or 4WD)
- (c) TATA 709 Pickup (Double Cabin, 2WD) or equivalent = 16 nos. (There is no restriction regarding vehicles with AC/Non-AC and/or 4WD)
- (d) Truck (TATA SE1613/697 or equivalent) = 02 nos.
- (e) Mini Bus 22-26 seater (TATA LP 410/31 E3 or equivalent) = 02 nos.

1.0 DEFINITION:

In this contract, unless the context otherwise requires:

1.1 "**AGREEMENT**" means this service agreement.

1.2 "**AREA OF OPERATIONS**" means the Company's oilfield operations in the State of Assam & Arunachal Pradesh.

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

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

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

- i) Carriage of unauthorised passengers by the 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)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and;
- iv) Failure of the Transport Supplier to place the vehicle(s)/equipment for periodic inspection as per schedule as directed by Company's Engineer.
- v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
- vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.

1.6 "**COMPANY**" means Oil India Limited.

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

1.8 "**COMPANY ENGINEER**" means the following:

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

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

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

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

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

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

1.13 **"DRIVER / OPERATOR"** means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License and P.S.V. Badge issued by the Regional Transport Authority who is having jurisdiction over the area of operations of the Company, who is (are) engaged by the Transport Supplier and provided

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with the service envisaged under this Agreement, cost whereof included in the fixed charge per month.

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

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

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

1.15 **"FIXED CHARGE PER MONTH"** means fixed charge mentioned under of Part-II(SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all

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applicable taxes & duties (but excluding GST) as applicable, insurances, wages and other emoluments of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Transport Supplier will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. 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 etc. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

Fixed charge per month is exclusive of PF, ESI, cost of uniform and any other reimbursable charge/payment.

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 Engineer.

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

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

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

1.21 "**LICENCE AND PERMITS**" means any and all of the following which must be valid and updated periodically by the 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)/equipment for commercial purpose as may be required;
- d) Road permits;
- e) Fitness Certificate
- f) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;
- g) Any other as required under law in force;
- h) Pollution under control certificate

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

1.22(b) "**SPECIAL LIQUIDATED DAMAGES**" means the amount payable by the Transport Supplier in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata fixed charge per day. Special L.D. shall be levied

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irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

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

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

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

1.26(a) "**PRO-RATA FIXED CHARGE PER DAY**" means the Fixed Charge per month as per item 10 of Clause 10 of Part-II, divided by 30(Thirty) days.

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

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

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

1.29 "**RUNNING CHARGE PER KILOMETER**" means the rates stipulated in Item-20 of clause 10 of Part-II (SOQ) hereof 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 as applicable towards movement of the vehicle(s)/equipment.

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

1.31 "**STATUTORY ACTS**" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following:

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

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

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

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

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

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

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

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

1.34 **"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.

1.35(a) **"TAXES AND DUTIES"** means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee, VAT for vehicle(s)/equipment 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.

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

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

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1.35(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 or any other Act which requires deduction of tax at source which may be in force from time to time.

2.0 DESCRIPTION OF WORK:

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

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

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

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

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

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

4.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:

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

4.2 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s)/equipment or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory

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requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Transport Supplier only and shall be his/her sole responsibility. Be it stated particularly that the Transport Supplier hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

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

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

4.5 Any unsettled disputes between the Transport Supplier and his/her employees leading to a legal or illegal strike by them would have to be settled by the Transport Supplier expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Transport Supplier to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Transport Supplier shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Transport Supplier was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

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

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

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

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4.8(b) The Transport Supplier may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 5(five) km. from the Industrial Gate of the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

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

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

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

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

4.13 The Transport Supplier must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Transport Supplier and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Transport Supplier will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.

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

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

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

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

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE TRANSPORT SUPPLIER:

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

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

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

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

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

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

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

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

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

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

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

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

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

5.13 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles

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must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Transport Supplier entirely on his/her own cost.

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

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

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

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

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

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

6.0 RIGHTS OF COMPANY'S ENGINEER:

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

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

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

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

a) Fix the normal duty hours/timings of the Transport Supplier and regularly monitor the same;

b) Instruct the Transport Supplier from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.

c) Instruct the Transport Supplier to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Transport Supplier against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.

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

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

7.0 SECURITY DEPOSIT:

7.1 The transport supplier shall upon acceptance of the tender, pay to the Company within one week of issue of Letter of Award (LOA) a Security Deposit amounting to **Rs. 10,000.00 (Rupees Ten Thousand)** only by way of PAY-IN-SLIP mode available at Duliajan bank branches of *UCO, SBI, UBI, Allahabad Bank (Duliajan/Tipling Tinali/AGCL), Indian Bank, Central Bank of India, Canara Bank, Indian Overseas Bank, Union Bank of India,* in favour of OIL INDIA LIMITED, DULIAJAN as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection apart from any other actions the company may take at its sole discretion.

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

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

7.3 In the event of an occurrence as envisaged in clause No.7.2 (b) & (c), the Transport Supplier will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Transport Supplier to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

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

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

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

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

8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Transport Supplier notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Transport Supplier, MVI (Motor Vehicle Inspector) report and copy of garage certificate(in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by Head-User Department. If satisfied with the documents submitted, Head-User

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Dept shall waive the liquidated damage and his decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of:

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

8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's Head-Transport which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

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

9.0 TERMINATION:

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

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

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

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

9.4 The Company may send written notice to the Transport Supplier; terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such

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termination becomes effective, which will be at least 45 (Forty-Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Transport Supplier in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Transport Supplier will not be entitled to any damages or compensation on account of such termination.

9.5 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated hereof and the Transport Supplier shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

9.6 Consequences of Termination:

9.6.1 In all cases of termination herein set forth, the relative obligations of the parties to the contract shall be limited to the period up to the date of termination. Notwithstanding, the termination of this contract, the parties shall continue to be bound by the provisions of this contract that reasonably require some action or forbearance after such termination.

9.6.2 Upon termination of this contract, contractor shall return to Company all of Company's items, which are at the time in contractor's possession.

9.6.2 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.

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

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

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

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

11.0 STATUTORY OBLIGATIONS OF TRANSPORT SUPPLIER:

The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment

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of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Transport Supplier only and shall be his/her sole responsibility.

12.0 FORCE MAJEURE:

12.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bandhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Transport Supplier's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

12.2 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 72 (*Seventy-Two*) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

12.3 Should 'Force Majeure' condition as stated above occur and should the same be notified within 72 (*Seventy-Two*) hours after its occurrence, the 'Force Majeure' rate shall apply for the first fifteen days.

12.4 Parties will have the right to terminate the contract if such 'Force Majeure' conditions continue beyond 15 (fifteen) 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 15 (Fifteen) days Force Majeure period unless otherwise agreed to.

12.5 The 'Force Majeure' rate shall be payable for the period during which such cause lasts on the basis of 'Pro-Rata Fixed Charge per Hour or per Day' as applicable.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

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

Claim amount (excluding claim for interest and	Number of Arbitrator	Appointing Authority
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counter claim, if any)		
Upto Rs. 10 Crore	Sole Arbitrator	OIL
Above Rs. 10 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 LIABILITY & INDEMNITY:

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

14.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Transport Supplier irrespective how such injury, illness or death is caused by wilful or gross negligence. The Transport Supplier shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

14.5 INDEMNITY AGREEMENT:

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

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

14.8 INDEMNITY APPLICATION:

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

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

15.0 TAXES & LEVIES:

15.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, 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.

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

15.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST")

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or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

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

Any invoice issued shall contain the following particulars:

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

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- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

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

15.27 Anti-profiteering clause:

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

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

16.0 ASSIGNMENT:

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

17.0 SUB-CONTRACT:

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

18.0 STATUTORY OBLIGATIONS:

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

19.0 SET OFF CLAUSE:

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

20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

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

22.0 THEFT OF VEHICLE:

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

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

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

1. (a) Hiring the services of readily available **TATA SUMO / MAHINDRA BOLERO (2WD)** for a period of 7(seven) months extendable by another 2(two) months if required for seismic survey operations 2020- 21 to be stationed at any place of OIL's operational areas in **Assam & Arunachal Pradesh**. There is no restriction regarding vehicles with AC/Non-AC and/or 2WD/4WD. However, the rates shall be same for vehicles with AC/Non-AC and/or 2WD/4WD. Also, all types of vehicles shall be considered at par during evaluation.
- (b) Hiring the services of readily available **TATA DI UTILITY / BOLERO CAMPER (DOUBLE CAB, 2WD) or equivalent** for a period of 7(seven) months extendable by another 2(two) months if required for seismic survey operations 2020-21 to be stationed at any place of OIL's operational areas in **Assam & Arunachal Pradesh**. There is no restriction regarding vehicles with AC/Non-AC and/or 2WD/4WD. However, the rates shall be same for vehicles with AC/Non-AC and/or 2WD/4WD. Also, all types of vehicles shall be considered at par during evaluation.

In case, adequate DI/Utility/Camper (Double Cabin) is not available, DI/Utility/Camper (Single Cabin) will be given next preference for the remaining requirement(s) but vintage prior to 2015 will not be considered.

- (c) Hiring the services of readily available **TATA 709 PICKUP (DOUBLE CAB, 2WD) or equivalent** for a period of 7(seven) months extendable by another 2(two) months if required for seismic survey operations 2020- 21 to be stationed at any place of OIL's operational areas in **Assam & Arunachal Pradesh**.

Vehicles with 4WD will also be accepted. However, the rates shall be same as indicated in the tender for 2WD vehicle. Also, 2WD & 4WD vehicles shall be considered at par during evaluation.

In case, adequate Pick-Up 709 (Double Cabin) is not available, TATA 709 Pick-Up (Single Cabin) or equivalent will be given next preference for the remaining requirement(s) but vintage prior to 2015 will not be considered.

- (d) Hiring the services of readily available **TRUCK (TATA SE1613/697 or equivalent)** for a period of 7(seven) months extendable by another 2(two) months if required for seismic survey operations 2020-21 to be stationed at any place of OIL's operational areas in **Assam & Arunachal Pradesh**.
- (e) Hiring the services of readily available **MINI BUS 22 to 26 SEATER (TATA LP 410/31 E3 or equivalent)** for a period of 7(seven) months extendable by another 2(two) months if required for seismic survey operations 2020-21 to be stationed at any place of OIL's operational areas in **Assam & Arunachal Pradesh**.

2. Vintage of Equipment / Vehicle(s): **Vehicles with vintage prior to 2015 shall not be considered.**

3. Tenure of Agreement : 7 (Seven) months from the date of placement of vehicle with a provision of extension by 2 (two) more months if required at the same rates, terms and conditions.

4. Area of Operations : OIL's operational areas in Assam & Arunachal Pradesh.

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5. DELETED.
6. Tendered cost of fuel : **Rs 79.15 / litre** (HSD)
7. Mobilisation Period : Two weeks from the date of issuance of LOA or earlier as per directive of Company representative.
8. Periodic inspection / test : a) On initial placement; and
b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of Agreement.
9. Normal hours/timings of duty/day: As may be stipulated by the Company's Engineer.
10. **SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES:**

(a) TATA SUMO / MAHINDRA BOLERO (2WD)

Item No.	Description of Service	Unit	Rate per Unit (Rs.)
10	Fixed Charge per month (vehicle for 24 hrs & driver's normal duty for 8 hrs per day)	Month	35290.00
20	Running Charge per km at tendered price of fuel (HSD) of Rs.79.15/litre	Kilometer	7.77
30	Single OT for Driver beyond 8 hours & upto 9 hours duty	Hour	61.75
40	Double OT for Driver beyond 9 hours duty	Hour	149.75
50	Overnight Halting Charge per night (outstation)	No	350.00

(b) TATA DI / MAHINDRA UTILITY / BOLERO CAMPER (DOUBLE CAB, 2WD) or Equivalent

Item No.	Description of Service	Unit	Rate per Unit (Rs.)
10	Fixed Charge per month (vehicle for 24 hrs & driver's normal duty for 8 hrs per day)	Month	33830.00
20	Running Charge per km at tendered price of fuel (HSD) of Rs. 79.15/litre	Kilometer	7.75
30	Single OT for Driver beyond 8 hours & upto 9 hours duty	Hour	61.75
40	Double OT for Driver beyond 9 hours duty	Hour	149.75
50	Overnight Halting Charge per night (outstation)	No	350

(c) TATA 709 PICKUP (DOUBLE CAB, 2WD) or Equivalent

Item No.	Description of Service	Unit	Rate per Unit (Rs.)
10	Fixed Charge per month (vehicle for 24 hrs & driver's normal duty for 8 hrs per day)	Month	48060.00

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20	Running Charge per km at tendered price of fuel (HSD) of Rs. 79.15/litre	Kilometer	14.36
30	Single OT for Driver beyond 8 hours & upto 9 hours duty	Hour	61.75
40	Double OT for Driver beyond 9 hrs duty	Hour	149.75
50	Overnight Halting Charge per night (outstation)	No	350.00

(d) TRUCK (TATA SE1613/697 or equivalent)

Item No.	Description of Service	Unit	Rate per Unit (Rs.)
10	Fixed Charge per month (vehicle for 24 hrs & driver's/helper's normal duty for 8 hrs per day)	Month	74990.00
20	Running Charge per km at tendered price of fuel (HSD) of Rs. 79.15/litre	Kilometer	26.51
30	Single OT for Driver beyond 8 hours & upto 9 hours duty	Hour	61.75
40	Double OT for Driver beyond 9 hours duty	Hour	149.75
50	Single OT for Helper beyond 8 hours & upto 9 hours duty	Hour	51.25
60	Double OT for Helper beyond 9 hours duty	Hour	123.00
70	Overnight Halting Charge per night per person (outstation)	No	350.00

(e) MINI BUS 22 to 26 SEATER (TATA LP 410/31 E3 or equivalent)

Item No.	Description of Service	Unit	Rate per Unit (Rs.)
10	Fixed Charge per month (vehicle for 24 hrs & driver's/helper's normal duty for 8 hours per day)	Month	66240.00
20	Running Charge per km at tendered price of fuel (HSD) of Rs.79.15/litre	Kilometer	11.68
30	Single OT for Driver beyond 8 hours & upto 9 hours duty	Hour	61.75
40	Double OT for Driver beyond 9 hours duty	Hour	149.75
50	Single OT for Helper beyond 8 hours & upto 9 hours duty	Hour	43.75
60	Double OT for Helper beyond 9 hours duty	Hour	105.75
70	Overnight Halting Charge per night per person (outstation)	No	350.00

11. Above rates include all liabilities including statutory liabilities but excluding PF, ESI, GPAP, Cost of Uniform/Safety items and GST. GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence. Contractors are required to raise monthly GST Invoices for reimbursement of GST against the contract. In the absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor. Any input credit benefit received by the party must be passed on to OIL. Fixed Charges also includes vehicle for 24 hours availability with services of Driver / Helper / relief crew for 8 hours normal duty every day

12. The above rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any

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circumstances during the tenure of this service agreement except in respect of the following as mentioned in para 13 & 14 below.

13. First Variation in the offered running charges will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5% (Five percent) over the tendered HSD price of **Rs.79.15** per litre. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running charge. For **Sumo/Bolero (2WD)** and **DI/Utility/Camper** (Double Cabin) category, the variation will be calculated @ **Rs. 0.091/km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. For **TATA 709 Pickup** (Double Cabin) the variation will be calculated @ **Rs 0.167/km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. For **Truck**, the variation will be calculated @ **Rs 0.286/km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. For **Mini Bus** category, the variation will be calculated @ **Rs 0.125/km** (excluding GST) for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0 (zero).

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

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

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

- i) Wage component of Driver/Relief Driver for 8 hours duty (wage per day including Bonus amount of Rs. 19.17): **Rs. 618.17.**
- ii) Wage component of Helper/Relief Helper (Truck) for 8 hours duty (wage per day including Bonus amount of Rs. 19.17): **Rs. 511.17.**
- iii) Wage component of Helper/Relief Helper (Mini-Bus) for 8 hours duty (wage per day including Bonus amount of Rs. 19.17): **Rs. 442.17.**

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Section-III
Special Conditions of Contracts (SCC)

- 1.0 The final agreement or contract shall consist of GCC, SOQ, SCC, SM and Application Format (Annexure-I), Bidder Details (Annexure-II), Court Affidavit (Annexure-III) & if applicable Dependent Joint Declaration Format (Annexure-IV). The agreement shall be deemed to be a service contract since substantial control of the vehicle will rest upon the Service Provider/Contractor.
- 2.0 Primary location of the vehicle shall be in OIL's Geophysical operations in Assam & Arunachal Pradesh for the seismic season 2020-21.
- 3.0 Present requirement under each category of vehicle(s) are as follows:
 - a) Sumo / Bolero - 2WD: 21 (twenty-one) nos.
(There is no restriction regarding vehicles with AC/Non-AC and/or 4WD)
 - b) Tata DI/Utility/Bolero Camper (Double Cab, 2WD) or Equivalent: 17 (seventeen) nos. (There is no restriction regarding vehicles with AC/Non-AC and/or 4WD)
 - c) Tata 709 Pick-Up (Double Cab, 2WD) or Equivalent: 16 (sixteen) nos.
(There is no restriction regarding vehicles with AC/Non-AC and/or 4WD)
 - d) Truck (TATA SE1613/697 or equivalent): 02 (two) nos.
 - e) Mini Bus 22-26 seaters ((TATA LP 410/31 E3 or equivalent): 02 (two) nos.
- 4.0 Although the actual total requirement of vehicles to be hired in different categories is **58 (fifty eight)**, a **waiting-list** of provisionally selected applicants in order of priority ranking shall/may be maintained with validity **up to 31.12.2020** as follows: **2 (two)** each against Truck & Minibus category; **5 (five)** each against categories of Sumo/Bolero & TATA 709 Pickup, **10 (ten)** against TATA DI/Utility/Camper category to fill up the backlog in the event of shortfall. The wait-listed applicants if selected shall have to place the vehicles within 02(two) weeks from date of issue of LOA.
- 5.0 The vehicle should be fitted with all standard fittings like foot-step etc. as per applicability.
- 6.0 The contractor should be personally present at the time of placement of the vehicle.
- 7.0 The drivers of the vehicles must possess valid professional driving license etc. of appropriate category and must have sufficient experience in their respective categories. All guidelines issued by State/Regional Transport Authorities in respect of these vehicles, drivers etc. must be adhered/followed while performing the duties.
- 8.0 Before engaging any driver at the time of initial placement or subsequently, the driver's name should be cleared by **Geophysics Dept.** for credentials etc. The driver / relief driver engaged by the contractor should be of good character, discipline and in good health. If the driver / relief driver indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, while on company's duty, it will be the responsibility of the contractor to deal with the matter. Under no circumstances, the vehicle should carry out / involve in any unlawful activities / duties. In the event of any such case, the contractor will be held responsible for the consequences.
- 9.0 In company's opinion, if a driver is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he may not be issued any entry pass. In that event the contractor has to remove the driver on getting advice from the company.

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- 10.0 The vehicles must have full insurance including coverage for crew and the third party for the entire contract period to cover all risks.
- 11.0 The vehicles must be complete with all necessary permits etc. from Govt. Authorities of **ASSAM & ARUNACHAL PRADESH** for carrying crew and materials etc.
- 12.0 The contractor shall faithfully discharge his obligations under all laws for the time being in force; particularly the payment of wages act, minimum wages act, workmen's compensation act, motor vehicles act etc. and keep the vehicle and the employee therein fully covered of all risks and accidents. The contractor shall engage as many numbers of drivers as may be necessary to maintain uninterrupted supply of service of the vehicle for 8 hours daily or if necessary beyond the said period for minimum six days a week.
- 13.0 The crew should always wear proper uniform while attending duties.
- 14.0 Notwithstanding any clause of the contract, it will be terminated on account of any one of the following situations –
- a) Deteriorated mechanical condition of the vehicle.
 - b) Frequent shutdown due to non-availability of fuel etc.
 - c) During the tenure of the contract, if it is found that the contractor submitted any false statement / document in the application / tender document.
 - d) **The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.** Change of ownership of vehicle at any time during the tenure of the contract period will lead to termination of the contract.
- 15.0 The company reserves the right to change the base station of the vehicle operation whenever necessary.
- 16.0 The entry passes for OIL's protected areas will be recommended to the appropriate authority, only for two persons against the contract i.e. one for the driver & the other for the contractor or his authorised representative.
- 17.0 **TERMS OF PAYMENT:**
- 17.1 On receipt of the Monthly statement-cum-kilometrage Bill the Company's Engineer shall verify the same with the Daily Log Book and forward the same after making adjustment as may be necessary to the Finance Department of the Company for Payment. The Bill must be accompanied with the following:
- i) Daily Log Book in original for the month.
 - ii) Statutory compliance statement per Standard Format & the declaration as per format regarding payment of salary/wages to driver / helper / relief crew.
- 17.2 The Company shall pay the Transport Supplier during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.
- 17.3 Payment of monthly bills, if undisputed, shall be made within 10 (Ten) days following the date of receipt of the same by the Company. The company shall within 10 (Ten) days of receipt of invoice notify the Transport Supplier or any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.
- 17.4 For the purpose of payment for the service rendered the Transport Supplier shall:

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i) Accept as final and daily logbook which must be signed on a daily basis by the Company's Authorised Personnel. Any deletions and/or over writings on the Daily Log Book must be avoided as far as practicable and if such deletions and over writings are incidenced, the same must be countersigned by the Company's Authorised Personnel, otherwise the Monthly kilometreage Statement-cum-bill shall not be accepted. Logbook Sheets must be made out in triplicate of which second copy be retained by the Transport Supplier for preparing the monthly kilometreage statement-cum-bill only at the end of each month. The original should be sent to Accounts Department and the first copy be retained by User / Logistics Department.

ii) a) Prepare monthly kilometreage statement-cum-bill and submit the same to the Company's Authorised Personnel for verification within 10 (Ten) days following the last date of the month. The monthly kilometreage statement-cum-bill must be accompanied with a certificate every month as per prescribed format of OIL towards his/her compliance with the Statutory Acts affecting the operation of this Service Agreement. The monthly bill should be claimed every month as mentioned. The contractor shall not be allowed to accumulate monthly bills. If the monthly bill is not claimed (for any particular month) within the next two months, the payment will get lapsed. The Company shall be at liberty not to make or process such belated monthly bill.

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

- Such kilometreage and time as may be involved on standby where kilometreage done for refueling is in excess of 5 (Five) kms. Or time taken is more than 30 (Thirty) minutes. In case a vehicle is allocated for operation in Arunachal Pradesh, Company may have to supply fuel for the vehicle allocated against written request of the contractor and security money deposited for this purpose due to non availability of public fuelling station in nearby area (within 5 Km range). In the event of above, Company will not charge any additional amount over the prevailing fuel price.
- Such hours/days or part thereof as may be involved on standby per month where time taken for routine servicing and maintenance exceeds 48 (Forty Eight) hours (2 days).
- Such hours/days or part thereof as may be involved in any month when the vehicle(s) was/were shut down due to default or otherwise.

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

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

17.5 Excepting the rates payable as per terms & conditions detailed in this tender document and for variation due to changes in fuel price as applicable, no other rates, charges etc. shall be payable to the contractor during the entire tenure of the contract.

18.0 **MODE OF PAYMENT:** The payment of monthly Salary/ Wages to the driver/helper (as applicable) must be made through account payee cheques or bank transfer / e-

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remittance etc. The contractor must also submit a certificate (declaration as per format) duly signed by both the contractor & driver along with the monthly statement-cum-kilometrage bill of each subsequent month in support of payment of the Salary/wages to driver as mentioned in Para-15 of SOQ of this tender document. The wages etc. due to the driver or drivers must be paid in full in time, as mentioned elsewhere in the agreement. If there is any complaint from the crew members, the Company will be at liberty to deduct the wages etc. from the monthly bill.

- 19.0 Refund of security deposit will be made within three months from the date of release of the vehicle after certification from Geophysics Department. Any belated claim will not be entertained.
- 20.0 For the days or part thereof when the services envisaged under this agreement are disrupted due to default / shut down etc. clause nos. 1.27 and 1.32 of Part I (GCC) of the agreement will be applicable.
- 21.0 In case of any situation not provided under this Agreement, the Company's Engineer or any other person authorised on his / her behalf by the Company, shall have the right to decide upon any further claim on the facts and circumstances, which shall be binding upon the Transport Supplier.
- 22.0 The Company at its own discretion reserves the right to extend the contract beyond the stipulated seven months for another two more months at the same rates, terms and conditions.
- 23.0 **Other Applicable Terms & Conditions:**
- (a) In the event of the applicable minimum wages as notified by the Central Govt. exceeding the prevalent daily wages for **Driver/Helper**, the daily wages will be **suitably enhanced** so as to cover the applicable minimum daily rate of wages notified by the Central Govt. authorities.
 - (b) The Driver/Helper will be entitled **for bonus @ 8.33%** of the daily wages subject to the wages ceiling under the Payment of Bonus Act, 1965 which has been included in the monthly wages of the driver/helper.
 - (c) The applicable daily rate of wages will be for **08(eight) hours of work for 06(six) days a week** which will be inclusive of rest day wages.
 - (d) For all services **beyond 08(eight) hours of work** required for operational purpose, the **Driver/Helper** will be paid **overtime** at the applicable rates as per notifications of Govt. of India.
 - (e) The **Driver/Helper** is entitled for a **weekly day of rest after working for 06(six) consecutive** days from the contractors engaging them and contractors shall provide **relief driver/helper** to run the services of the hired vehicles during the rest days.
 - (f) The **Driver/Helper** will be granted **18(eighteen) days annual leave** with wages by the respective contractors which will be **non-cumulative and non-encashable**. The annual leave with wages can be availed **03(three) times** in a calendar year and it will not exceed **18 days** in a year.
 - (g) The **Driver/Helper** will be extended **05(five) days of casual leave** by the respective contractors in a calendar year which will be **non-cumulative and non-encashable**. The casual leave cannot be combined with annual leave and cannot be availed for more than **02(two) days** at a time.

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- (h) All concerned contractors shall deposit the **PF and EPF** with the PF authorities positively **on or before the 15th day** of the subsequent month and will submit the PF and EPF deposit **receipt** to the Company. On production of the receipt, the amount will be **reimbursed** to the contractors. For compliance to the provisions of the EPF & MP Act, the contractors will approach the concerned PF authorities.
- (i) The **LMV/HMV Driver** will be **insured** for an amount of **Rs 03(Three) Lakhs** and the **Helper for an amount of Rs. 02 (Two) Lakhs** under **Group Personal Accident Policy** (GPAP) by the concerned contractors for coverage under Employees Compensation Act, 1923. The annual premium will be **reimbursed** to the contractors by the Company on production of documentary evidence.
- (j) The **Driver/Helper** will be provided **uniform and shoes** by the concerned contractors and the expenditure towards the same will be reimbursed to them by the Company on submission of documents / proof of receipt upto a maximum of Rs.2000 during the tenure of the Contract.
- (k) The **monthly disbursement of wages** to the **Driver/Helper** by the contractors will be made latest by 10th day of the subsequent month. The mode of disbursing the monthly wages to the **Driver/Helper** by the concerned contractors will be through account payee cheques or bank transfer / e-remittance as may be agreed upon mutually amongst themselves. The contractors will have to issue proper wages slip to the Driver/Helper containing therein all the requisite details such as income and deductions, if any.
- (l) The **Driver/Helper** will be extended the benefits under the **Employees State Insurance (ESI) Act**.
- (m) The **Driver/Helper** engaged by the concerned contractors will be extended **medical treatment** in OIL Hospital at Duliajan in the event of any work accident arising out of the employment and in the course of employment.
- (n) The **Driver/Helper** will not be engaged by the concerned contractors on the following grounds:
- (i) On attaining the age of **60(sixty) years**.
 - (ii) *The person is found **medically unfit**.
 - (iii) For any **riotous behavior and indiscipline**.
 - (iv) Any person with **adverse records**.
- *Note: The contractor will submit a Medical Fitness Certificate every 02(two) years in respect of the **Driver/Helper** engaged by them.

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TENDER NO: DCT4862P21

To
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

SUB: SAFETY MEASURES
Tender No: **DCT4862P21**

Description of Work / Service:

Hiring the services of readily available vehicles for a period of 7(seven) months extendable by another 2(two) months if required for seismic survey operations 2020-21 to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,2017 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person

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employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating unless it is specified in the contract. Ensure that all sub-contractors (if any, as per provision of the contract) hired by him comply with the same requirement as the contractor and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall follow the Safe Operating Procedure (SOP) of the company for the work to be carried out.

4. Deleted.

5. Deleted.

6. Contractor has to ensure that all work must carried in accordance with the Statute & SOP. He may deploy adequate qualified and competent personnel for carrying out the job in a safe manner.

7. Deleted.

8. Deleted.

9. Deleted.

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

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

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

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

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

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

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

17. To arrange daily toolbox meeting and regular site safety meetings and maintain records in case of vehicles deployed in mines areas.

18. Deleted.

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

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

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

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

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

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

25. Deleted.

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

Yours Faithfully

(Seal)

Date_____

Shri/Smti_____

FOR & ON BEHALF OF CONTRACTOR

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. DCT4862P21.

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

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

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

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

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

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

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

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

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

SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF:

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

