

**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602  
E-mail ID: [contracts@oilindia.in](mailto:contracts@oilindia.in)  
Website: [www.oil-india.com](http://www.oil-india.com)

**NOTICE INVITING TENDER (NIT)**

- 1.0 TENDER No. DCT4718P24 for “Hiring the services of the following readily available vehicles at Company’s offered rates for Seismic Survey operation and other activities for a total period of 14 (fourteen) months for two field seasons 2023-24 & 2024-25 (i.e., 7-months + 7-months) with a provision of extension by another period of 4(four) months (2-months + 2-months for each field season) at the same rates, if required, with a provision of release of the vehicle at any time during the extension period, to be deployed at any place of OIL's Operational Areas in Assam and Arunachal Pradesh.”**

<b>S/No.:</b>	<b>Vehicle Category</b>	<b>Qty. (Nos.)</b>
(i)	TATA Sumo/Mahindra Bolero (2WD/4WD) or equivalent vehicle with standard fittings	21
(ii)	DI Utility (Tata DI/Mahindra Utility/Bolero Camper (Double Cabin, 2WD/4WD) or equivalent with standard fittings	17
(iii)	TATA 709 Pickup (Double Cabin, 2WD/4WD) or equivalent with standard fittings	16
(iv)	Truck (TATA SE1613/697) or equivalent with standard fittings	01

- 1.1 Bid Closing date & time: 31.10.2023 at 01.00 PM.**

- 1.2 Bid Opening date & time: 31.10.2023 at 01.30 PM.**

- 2.0** Interested bidders are required to download the tender document & application formats from OIL’s website (**[www.oil-india.com](http://www.oil-india.com)**). Bidders/applicants are to note that the tender document & application formats are to be downloaded well in advance for timely submission of the bids. OIL will not be held responsible for any delay in this regard.

- 3.0** Bidders shall submit their bids in the **Tender Box**, situated at the office of CGM-Contracts, Contracts Dept., Oil India Ltd., Duliajan – 786602, Assam. Any offer submitted after the Bid closing date and time shall not be considered for evaluation.

- 4.0** All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the company website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the OIL’s website to keep themselves updated.

- 5.0** (a) No Bidder can withdraw his/her bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

(c) Conditional bids are liable to be rejected at the discretion of the Company.

- 6.0 BACKING OUT BY SUCESSFUL (L1) APPLICANT/BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the Successful (L1) Applicant/bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the applicant/bidder shall be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 7.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Annexure-V**.
- 8.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
- 9.0 Extension of Bid Closing Date:** The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.
- 10.0 Deadline for Pre-Bid Query:** Any clarification/Queries relevant to the tender, if any, must be submitted by bidders within **18/10/2023** Company will not be liable to respond to any such clarifications/queries for delay beyond **18/10/2023**.
- 11.0** OIL now looks forward for your active participation.

Sd/-  
(V. Kumar)  
Sr. Officer – Contracts (TS)  
For DGM-Contracts (TS-Off.)  
For CGM – Contracts (HoD)  
For Resident Chief Executive

**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602

**COVERING LETTER / INSTRUCTION TO BIDDERS (ITB)**

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

Tender No. / IFB No.	<b>DCT4718P24</b>															
Description of Work / Service	<p><b>“Hiring the services of the following readily available vehicles at Company’s offered rates for Seismic Survey operation and other activities for a total period of 14 (fourteen) months for two field seasons 2023-24 &amp; 2024-25 (i.e., 7-months + 7-months) with a provision of extension by another period of 4(four) months (2-months + 2-months for each field season) at the same rates, if required with a provision of release of the vehicle at any time during the extension period, to be deployed at any place of OIL’s Operational Areas in Assam and Arunachal Pradesh”:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S/No.:</th> <th style="width: 70%;">Vehicle Category</th> <th style="width: 20%;">Qty. (Nos.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(i)</td> <td>TATA Sumo/Mahindra Bolero (2WD/4WD) or equivalent vehicle with standard fittings</td> <td style="text-align: center;">21</td> </tr> <tr> <td style="text-align: center;">(ii)</td> <td>DI Utility (Tata DI/Mahindra Utility/Bolero Camper (Double Cabin, 2WD/4WD) or equivalent with standard fittings</td> <td style="text-align: center;">17</td> </tr> <tr> <td style="text-align: center;">(iii)</td> <td>TATA 709 Pickup (Double Cabin, 2WD/4WD) or equivalent with standard fittings</td> <td style="text-align: center;">16</td> </tr> <tr> <td style="text-align: center;">(iv)</td> <td>Truck (TATA SE1613/697) or equivalent with standard fittings</td> <td style="text-align: center;">01</td> </tr> </tbody> </table>	S/No.:	Vehicle Category	Qty. (Nos.)	(i)	TATA Sumo/Mahindra Bolero (2WD/4WD) or equivalent vehicle with standard fittings	21	(ii)	DI Utility (Tata DI/Mahindra Utility/Bolero Camper (Double Cabin, 2WD/4WD) or equivalent with standard fittings	17	(iii)	TATA 709 Pickup (Double Cabin, 2WD/4WD) or equivalent with standard fittings	16	(iv)	Truck (TATA SE1613/697) or equivalent with standard fittings	01
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Location of Work	OIL’s operational areas in Assam & Arunachal Pradesh.															
Period of Contract	<p>Contract duration shall be for a period of total 14 (fourteen) months with a provision of extension by another 4(four) months, if required with a break period of 5 (five) months (excluding extension) between 2(two) field seasons i.e., 7 months for each field season extendable by 2(two) months in each field season, if required.</p> <p><b>Note:</b> (i) <i>The duration of the contract shall be considered from the date of completion of Mobilization/Re-Mobilization, in case mobilization/Re-Mobilization is completed within the scheduled date mentioned in the LOA/Mobilization/Re-Mobilization Notice. However, in case of delay, the duration of contract shall be considered from the scheduled Mobilization/ Re-Mobilization date mentioned in the LOA/Mobilization / Re-Mobilization Notice.</i></p> <p>(ii) <i>Each field season shall be of 7(Seven) months duration with a provision of extension up to another 2(two) months, if required.</i></p>															

Initial Mobilization Period/ Interim de-mobilization/ Re-Mobilization Period/ Final De-Mobilization	<p><b>Initial Mobilization:</b> Vehicle should be placed within a period of 15(fifteen) days from the date of issuance of mobilization notice after issuance of LOA or as per the date mentioned in LOA.</p> <p><b>Interim de-Mobilization:</b> Contractor must demobilize vehicle at the end of field season 2023-24 i.e., after 7(seven) months of initial Mobilization (excluding extension).</p> <p><b>Re-Mobilization:</b> Re-Mobilization Notice shall be issued by Geophysics department at the starting of field season 2024-25 and vehicle should be placed within 15(fifteen) days from the issuance of Re-Mobilization Notice.</p> <p><b>Final De-Mobilization:</b> Vehicle shall be released at the end of completion of field season 2024-25.</p>
Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of total estimated contract value for both initial mobilization and Re-mobilization of the vehicle with crew for two seasons of seismic survey field operations.
Period of Submission of Applications.	<b>12.10.2023 to 31.10.2023 (Till 01:00 PM)</b>
Bid/Application opening date & time	<b>31.10.2023 at 01:30 PM</b>
Bid Validity	90 Days from actual Bid Closing Date
Bid Security/EMD Amount	<b>Rs. 10,000.00</b>
Bid Security/EMD Validity	120 Days from Original Bid Closing Date
Amount of Performance Security	10% of the annualized contract value.
Validity of Performance Security	90(Ninety) days beyond the contract period.
Tender Fee	Not Applicable
Application submission location	To be submitted in the <b>Tender Box</b> situated at the office of CGM-Contracts, Contracts Department, Oil India Ltd., Duliajan, Assam-786602.

2.0 Interested bidders may download the Application Form & other relevant formats from OIL's website ([www.oil-india.com](http://www.oil-india.com)) within the date and time for submission of Applications. Applicants(s)/Bidders 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 **BID SUBMISSION:**

3.1 The applicants will have to submit the following documents:

- (i) Duly filled up Application Format (Annexure-I) in duplicate (in two sets).
- (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, who are dependent of OIL employees, Joint Declaration in the form of Court Affidavit in original as per Format (Annexure-IV)
- (v) Format of undertaking by Bidders towards submission of authentic information/documents (Annexure-V).
- (vi) 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 up to date at the time of submission of application, then the applicants/Contractor shall have to submit the up-to-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.

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

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

Tender No.: **DCT4718P24** (Hiring services of **readily available vehicles for seismic survey operations for season 2023-24 & 2024-25**).

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

- 3.4 Any offer received after the Bid closing date & time 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.
- 3.5 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).
- 3.6 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.
- 3.7 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.
- 4.0 Letter of Award (LOA) shall be issued to the provisionally selected parties.

5.0 **BID SECURITY/EMD:**

5.1 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the “Forwarding Letter/Introduction” of the tender documents:

a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **Annexure-IX**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately Bid Security can also be paid through Bank Draft/Cashier’s Cheque/ Banker’s Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL’s account within prescribed time) to designated account of OIL.

i. If the Bid Security is submitted in the form of Bank Draft, Banker’s Cheque, Cashier’s Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of “Oil India Limited” payable at Duliajan.

ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL’s bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist.-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder’s name & Deposited Amount etc.** must be submitted with the Bid documents/Application.

c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier’s Cheque/Banker’s Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.

d. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at the Company’s discretion, as per **Clause No. 5.7** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

e. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

**Note:**

Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

- 5.2 Any bid not secured in accordance with sub-clause 5.1 above shall be rejected by the Company as non-responsive.**
- 5.3 The bidders shall extend the validity of the Bid Security suitably, if specifically advised by OIL, at the bidder's cost.**
- 5.4 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.**
- 5.5 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 10.0 below is furnished.**
- 5.6 Bid Security shall not accrue any interest during its period of validity or extended validity.**
- 5.7 The Bid Security may be forfeited:
- a. If the bidder withdraws the bid within its original / extended validity.
  - b. If the bidder modifies / revises their bid Suo-moto within its original / extended validity.
  - c. If the bidder does not accept the contract.
  - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
  - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 5.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- 5.9 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 5.10 The Bank Guarantee issuing bank branch must ensure the following:  
The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
- i) MT 760 / MT 760 COV for issuance of bank guarantee.
  - ii) MT 760 / MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]  
The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

Bank Details of Beneficiary		
<b>A</b>	Bank Name	ICICI Bank Ltd.
<b>B</b>	Branch Name	Duliajan
<b>C</b>	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
<b>D</b>	IFSC Code	ICIC0000213
<b>E</b>	Unique identifier code (Field 7037)	OIL503988890
<b>F</b>	Company name	Oil India Limited
<b>G</b>	SWIFT Code	ICICINBBXXX

- 6.0 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 15(fifteen) days from the date of issue of LOA or as mentioned in the LOA.
- 7.0 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](http://www.oil-india.com) under National Tenders section and shall also be displayed at the notice board of Contracts Dept, Oil India Ltd., Duliajan.
- 8.0 Although the actual total requirement of vehicles to be hired in different categories is **55** (Fifty-Five), a **waiting-list** as per provisionally selected applicants in order of priority ranking shall/may be maintained with validity **up to 31.12.2024** to fill up any vacant position due to cancellation or additional requirements as follows:
- (i) **2** (two) against Truck.
  - (ii) **10** (ten) against each category of Sumo/Bolero & TATA 709 Pickup,
  - (iii) **35** (thirty-five) against TATA DI/Utility/Camper category

The wait-listed applicants, if selected shall have to place the vehicles within 15(fifteen) days from date of issue of LOA/as per the date mentioned in LOA.

- 9.0 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.

10.0 **PERFORMANCE SECURITY DEPOSIT:**

10.1 Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).

- (a) The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA in Annexure-VIII to be provided to the successful applicants**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled ‘Undertaking’ towards details of



BG (Format attached as **PROFORMA-X**) must be submitted along with original copy of PBG.

- (b) Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.
- (i) If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
- (ii) Performance Security amount through NEFT or RTGS mode may be deposited to the following designated OIL's bank account:

<b>BANK DETAILS OF BENEFICIARY: OIL INDIA LIMITED</b>		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan Dist.- Dibrugarh
d	<b>Bank Account No.</b>	<b>10494832599</b>
e	Type of Account	Current Account
f	<b>IFSC Code</b>	<b>SBIN002053</b>
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

- (iii) If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**
- (c) Bidder can also submit the performance security in the form of Electronic Bank Guarantee (e-BG) from any of the following banks:

<b>Sl. No.</b>	<b>Bank Name</b>	<b>Sl. No.</b>	<b>Bank Name</b>
<b>1</b>	Axis Bank limited	<b>8</b>	IDFC First Bank
<b>2</b>	Bank Of Baroda	<b>9</b>	Indian Bank
<b>3</b>	Canara Bank	<b>10</b>	Indian Overseas Bank
<b>4</b>	Federal Bank	<b>11</b>	IndusInd Bank
<b>5</b>	HDFC Bank Limited	<b>12</b>	State Bank of India
<b>6</b>	ICICI Bank Limited	<b>13</b>	South Indian Bank
<b>7</b>	IDBI Bank	<b>14</b>	Yes Bank

**Beneficiary details for issue of e-BG:**

<b>Details of Beneficiary</b>		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAACO2352C

<b>Details of Beneficiary</b>		
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email-ID	Abhay_Kumar@oilindia.in
<b>E</b>	Local Address	Duliajan, Dibrugarh, Assam-786602
<b>F</b>	Registered address	Duliajan, Dibrugarh, Assam-786602

- 10.2 In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.
- 10.3 No other mode of payment other than the mode covered under Point Nos. (a), (b) & (c) will be accepted by the Company.
- 10.4 Performance Security shall not accrue any interest during its period of validity or extended validity.
- 10.5 The Bank Guarantee issuing bank branch must ensure the following:  
The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

<b>Bank Details of Beneficiary</b>		
<b>A</b>	Bank Name	ICICI BANK LTD.
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
<b>D</b>	IFSC Code	ICIC0000213
<b>E</b>	Unique identifier code (Field 7037)	OIL503988890
<b>F</b>	Company name	Oil India Limited
<b>G</b>	Swift Code	ICICINBBXXX

- 10.6 This Performance Security must be valid for **03 (three) months** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

10.7 The Performance Security Deposit will be refunded to the Contractor after **03 (three) months** of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

11.0 **TECHNICAL CRITERIA / SPECIFICATIONS FOR HIRING:** Applicants shall have to fulfil the following technical criteria specifications as under:

(i) **Tata Sumo / Bolero - 2WD = 21 nos.:** **Vehicles with vintage prior to 2018 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 / Mahindra Utility / Bolero Camper (Double Cabin, 2WD) or equivalent = 17 nos.:** **Vehicles with vintage prior to 2018 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.

(iii) **TATA 709 Pickup (Double Cabin, 2WD) or equivalent = 16 nos.:** **Vehicles with vintage prior to 2018 shall not be considered.**

There is no restriction regarding Vehicles with 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.

**Note:** In case, adequate numbers of TATA 709 PICKUP (Double Cabin) or equivalent is not available, then Tata DI/ Utility / Bolero Camper (Double Cabin, 2WD) or equivalent will be given next preference for the remaining requirement(s) at the ratio of 2:3. However, vintage prior to 2018 will not be considered. Rates, shown in Table (b) under clause 9.0 of SOQ, Part II of this Tender will be applicable in such cases.

(iv) **Trucks (TATA SE1613/697 or equivalent) = 01 no.:** **Vehicles with vintage prior to 2018 shall not be considered.**

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

**Note for Para-11.0:**

(a) **Equivalent model having similar or higher technical specification is acceptable.**

(b) **The vehicles will be hired in order of year of make (lesser year of vintage will get higher priority). In case of two or more bidders/applicants with same year of make then vehicle with latest month of registration will be given higher priority. However, in case of same year of make and same month of registration, priority amongst these similar bidders will be decided through draw of lots. For any other identical situations, priority amongst the similar bidders will be decided through draw of lots.**

12.0 **BID REJECTION CRITERIA (BRC):** The applications shall generally conform to the technical specifications outlined under para 11.0 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. **If more than 1(One) Bid/Application is received from one person/bidder against one category, then all the bids of such bidder in that category shall be rejected.** However, one person can apply against multiple categories.
- c) Vehicles registered as **commercial/professional vehicles** only will be considered.
- d) The applicant shall fill up the requisite application form in all respects and also submit the requisite affidavit(s) and other relevant declaration formats with proper & correct details affixing his/her signature & photograph on the application form. The same should be submitted at the **TENDER BOX** of the office of CGM-Contracts within the stipulated period mentioned in the tender. Applications received after the deadline for submission as stipulated in the tender will not be accepted.
- e) The vehicle must be registered in the applicant's name only with the authentic vehicle documents [Regd. Certificate {Original/Provisional (Disclaimer)}], Insurance, Fitness Certificate, Road Permit, Pollution certificate 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 up to date at the time of submission of application, then the applicant/contractor shall have to submit the up-to-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. The vehicle's Registration Certificate [(original/provisional (Disclaimer))] is the mandatory requirement for the bid and no other document will substitute the same. Application submitted without Registration Certificate (original/provisional) will be rejected.

**Note: In case the applicant/bidder submits "Disclaimer" as provisional certificate of the offered vehicle issued from vahan/parivahan portal instead of the Registration Certificate, the "Disclaimer" shall be duly certified by the respective DTO/RTO/RTA office.**

- 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 HR-Relation/HR-Acquisition 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 HR-Relation/HR-Acquisition 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) Application from individual and proprietorship firm only shall be accepted. If any application is found to be from partnership firm/organization / enterprise /company, then it shall be straightway rejected. Bidder(s) submitting application as proprietorship firm must submit relevant supporting documents for proprietorship otherwise the application/bid shall be rejected.
- i) Date of manufacturing of the offered vehicles should be on or after **01.01.2018. Vehicles with manufacturing date prior to 01.01.2018 will be rejected.** 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.
- j) **In case offer vehicle is running under any contract of OIL or any organization, the applicant must submit a No Objection Certificate (NOC) to participate against the tender from the user department of OIL or the concerned organization whichever is applicable.**

### 13.0 **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) and any other as given in tender.

14.0 **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.

15.0 **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 OIL's website to keep themselves updated.

16.0 **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.

17.0 In case of backing out by the successful bidder after issuance of LOA, then the bidder/contractor shall be dealt as per Banning Policy of the company. Please refer the company's website(www.oil-india.com) for banning policy of the company.

i) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **ANNEXURE-V** should be submitted along with the technical bids.

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## **SECTION-I**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

##### **1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES:**

In this contract, unless the context otherwise requires:

- 1.1 "**AGREEMENT**" means this service agreement.
- 1.2 "**AREA OF OPERATIONS**" means the Company's oilfield operations in the States of Assam and Arunachal Pradesh.
- 1.3 "**BASE STATION**" means the station as set out in Part-II (SOQ) hereof where the vehicle(s) / equipment shall be permanently based, (i.e. based for minimum period of 10 (Ten) days at a stretch) which may be changed at the discretion of the Company.
- 1.4 "**BID OPENING DATE**" means the date on which the Tender was opened by the Company against the finalisation of this agreement.
- 1.5 "**BREACH OF CONTRACTUAL OBLIGATION**" means amongst others also the following:
- i) Carriage of unauthorised passengers by the Contractor while under this agreement with the Company.
  - ii) Unauthorised use of the vehicle(s)/equipment when released to the Contractor for undertaking its deployment for any other business purpose.
  - iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and;
  - iv) Failure of the Contractor to place the vehicle(s) for inspection as and when directed by Company's Engineer.
  - v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
  - vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.
- 1.6 "**COMPANY**" means Oil India Limited.
- 1.7 "**COMMENCEMENT OF SERVICE**" means the date of placement of the first vehicle / equipment under this Agreement.
- 1.8 "**COMPANY ENGINEER**" means the following:
- i) CGM-Geophysics or his nominee in case of the following events:
    - a) Initial and subsequent inspection of vehicle(s)/equipment;

- b) Scrutiny of documents regarding Contractor's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc;
- c) Initial placement of vehicle(s)/equipment with a user department  
or  
Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
- d) Release of vehicle(s)/equipment upon conclusion of this agreement;
- e) Assessment of time to be allowed for repairs in case of accident;
- f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition  
or  
Unruly behaviour of the crew or repeated defaults by the Contractor; and
- g) Instruct Contractor to replace by more suitable hand of Driver(s)/crew engaged for operating the vehicle/equipment.

ii) The Head of the user department or his/her nominee in case of the following:

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

iii) CGM-Contracts in case of the following events:

- a) Release/forfeiture of Security Deposit/Earnest Money (Bid Security);
- b) Any dispute under this Agreement as to the Contractor's obligations or otherwise;
- c) Determination of instances of shut down or standby due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Contractor.

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

1.10 **"DUE DATE OF PLACEMENT"** means the date stipulated in Clause No.8, Part-II (SOQ) hereof.

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



improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer/user department as being unfit.

- 1.12 "**DAILY LOG BOOK**" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of this Agreement.
- 1.13 "**DRIVER / OPERATOR**" means an individual including owner of the vehicle who chooses to drive the vehicle, possessing sound mental and physical health, who is in possession of an appropriate valid professional Driving License issued by the Regional Transport Authority, who is driving vehicle under the Contract.
- 1.14 (A) "**DEFAULT**" means any of the following commissions or omissions by the Contractor or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations: -
- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
  - b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
  - c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
  - d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions: -
    - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
    - ii) Due to inadequate routine maintenance
    - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
  - e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
  - f) Non-supply of fuel;
  - g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and / or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;
  - h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer;
  - i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
  - j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
  - k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty-Eight) Hours allowable for repair / maintenance time per month;
  - l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
  - m) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Contractor to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.

- n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
  - o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;
  - p) Non-availability of services due to unauthorized/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- 1.14 (B) In case of defect not leading to shutdown, the Company's Engineer shall notify the Contractor to remedy the defect within reasonable time and till such defect is remedied, if necessary the vehicle(s)/equipment shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.
- 1.15 "**FIXED CHARGE PER MONTH**" means fixed charge mentioned under Part-3, Section-II(SOQ) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding GST) as applicable, insurances and wages of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew exclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, annual leave etc. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty at a stationary place when there is no km run. Fixed Charge per Month is exclusive of PF, ESI, Cost of Uniform, GPAP and any other reimbursable charge/payment as mentioned in the MoS dated 22.07.2022 or applicable MOS.
- 1.16 "**HOLIDAY**" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Contractor would be required to give to his/her Crew as per the aforesaid Act.
- 1.17 "**NORMAL HOURS/TIMINGS OF DUTY**" means the duty hours, which may be stipulated or instructed by the Company's Engineer.
- 1.18 "**HANDIMEN/HELPER/JUGALEE**" means such crew engaged by the Contractor and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.
- 1.19 "**INSPECTION**" means initial inspection and inspection carried out as and when desired by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the

vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.

- 1.20 **"INSURANCE"** means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.
- 1.21 **"LICENCE AND PERMITS"** means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:-
- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s)/Operator(s);
  - b) Registration Book(s) with endorsement of Road Tax;
  - c) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required;
  - d) Road permits;
  - e) Fitness certificate
  - f) Inner line permit(s) for Arunachal Pradesh.;
  - g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;
  - h) Any other as required under law in force;
  - i) Pollution under control certificate
- 1.22 (a) **"LIQUIDATED DAMAGES"** means pro-rata fixed charge per hour rate payable by the Contractor in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.
- 1.22 (b) **"SPECIAL LIQUIDATED DAMAGES"** means the amount payable by the Contractor in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.
- 1.23 **"LEAVE"** means Annual Leave to be granted to the Crew who are employees of the Contractor as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.
- 1.24 **"MONTHLY KILOMETREAGE STATEMENT CUM BILL"** means the format specified by the Company.
- 1.25 **"HELPER/MAZDOOR"** means an unskilled labourer employed by the Contractor who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.
- 1.26 (a) **"PRO-RATA FIXED CHARGE PER DAY"** means the Fixed Charge per month as per Item No.10, Part-3, Section-II(SOQ), divided by 30(Thirty) days.

- 1.26 (b) "**PRO-RATA FIXED CHARGE PER HOUR**" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty-Four) hours.
- 1.27 "**PENALTY**" means the amount payable by the Contractor in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.
- 1.28 "**REGISTRATION**" means the vehicle(s)/equipment having registration in the name of the Supplier(s)/Firm with the R.T.O. /D.T.O. having jurisdiction in the area of operations of the Company.
- 1.29 "**RUNNING CHARGE PER KILOMETER**" means the rates stipulated in Item No. 20 of Part II, Section-II (SOQ) hereof and shall be deemed to include all the expenditures of the Contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.
- 1.30 "**STIPULATED HOURS OF SERVICE PER DAY**" means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.
- 1.31 "**STATUTORY ACTS**" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following:
- a) The Motor Vehicle Act, 1988,
  - b) The Motor Transport Worker's Act, 1961,
  - c) The Contract Labour (Regulations & Abolition) Act, 1970,
  - d) The Minimum Wages Act, 1948,
  - e) The Employees Provident Fund & Miscellaneous Act, 1952,
  - f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
  - g) The Workmen Compensation Act, 1923 &
  - h) Industrial Disputes Act, 1947
  - i) Industrial Employment (Standing Order Act, 1946)
  - j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
  - k) Payment of Wages Act, 1936.
  - l) Any other Act as applicable from time to time.

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

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

- 1.32 (b) "**SHUT DOWN**" shall also mean the non-availability of the Transport service due to an accident.
- 1.33 "**STAND BY**" means any of the following ":
- a) Payable fixed charge although the services are not available due to the following: -
- (i) For maintenance up to 48(Forty-Eight) hours per month, counted from the beginning of the month, the Company shall pay the fixed charge on certification from the Head of the User Department that the shutdown was due to maintenance of the vehicle(s)/equipment. This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall be applicable.
- Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96 (Ninety-Six) hrs in a space of 3(Three) months which the Contractor will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s)/equipment (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty-Eight) hours' time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.
- (ii) Re-fuelling time for the vehicle(s)/equipment stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s)/equipment stationed at other base station the time and kms will be determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the vehicle(s)/equipment is/are more than 3500(Three Thousand Five Hundred) Km/month, the Head of the user department will determine the additional no. of re-fuelling required. This Kilometer and time will not be charged to the Contractor.
- 1.34 "**STATUTORY OFF**" means the off day per week or the compensatory off day in lieu thereof which the Contractor is required to give to his/her operating crew as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.
- 1.35 (a) "**TAXES AND DUTIES**" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee for vehicle(s)/equipment and crew etc. as may be due and payable by the Contractor entirely at his/her own cost towards operation of the services envisaged under this agreement.

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

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

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

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

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

1.37.1 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.

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

1.37.2 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in the Price Bid Format.

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

OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual 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.

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

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

OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual 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. The bids will be evaluated based on total price including **GST**.

1.37.5 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.

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

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

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

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

1.37.10 Procurement of Specific Goods: Earlier, there was 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 was not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

1.37.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 1.38) of GCC and quote their prices accordingly.

1.37.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / blacklisted, then the bid may be rejected by OIL.

### 1.38 **Anti-profiteering clause**

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

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

## 2.0 **DESCRIPTION OF WORK:**

2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-3, Section-II (SOQ) hereof which Part-3, Section-II (SOQ) forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Part-3, Section-III (SCC) hereof which Part-3, Section-III (SCC) also forms and constitutes a part and parcel of this Service Agreement. All

the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

- 2.2 Contractor shall provide the transport service with vehicle(s)/equipment as determined in Part-3, Section-II (SOQ) hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.
- 2.3 The rates agreed/accepted by the Contractor as set-out in Part-3, Section-II (SOQ) hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Part-3, Section-II (SOQ) hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.
- 2.4 The Contractor shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.
- 2.5 The Contractor shall hereby undertake to pay to his/her (Crew/Staff), applicable minimum wages payable under the Minimum Wages Act, 1948 or as per MoS dated 22.07.2022, whichever applicable, to the Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the currency of this Agreement. He/she further undertakes to pay all his/her operating staff, if any, working under this Agreement the due wages in time including any arrears of wages which may arise due to escalation of applicable minimum wages by the Central Government or due to revision of the said MoS.

3.0 **MANNER OF CONDUCTING WORK:**

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

4.0 **OBLIGATIONS OF THE CONTRACTOR:**

- 4.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.
- 4.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s)/equipment or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole



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

- 4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.
- 4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.
- 4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 4.6 The Contractor shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final and binding.
- 4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Contractor. The normal hours of duty/timings may be

changed from time to time at the discretion of the Company and the Contractor shall be obliged to accept such changes.

- 4.8(a) The Contractor will park the vehicle(s)/equipment at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Contractor found violating this will be liable for breach of Contract.
- 4.8(b) The Contractor may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 5(five) km. from the Industrial Gate of the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.
- 4.9 The Contractor must place the vehicle(s)/equipment for duties in time on any particular day as per the instructions of the Company's Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorized release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.
- 4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.
- 4.11 The Contractor shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.
- 4.12 The Contractor should ensure that the Driver(s)/Helpers/Jugalees/Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Contractor.
- 4.13 The Contractor must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.
- 4.14 The Contractor shall undertake only journeys authorized by the Company's Engineer. Any unauthorized journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's

right to terminate the agreement without any compensation to the Contractor on any account whatsoever.

- 4.15 The Contractor would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.
- 4.16 The Contractor shall indemnify the Company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 4.17 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Contractor shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.
- 5.0 **PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR: -**
- 5.1 The Contractor shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any violation of law due to crossing of the speed limits shall have to be addressed by the Contractor entirely at his/her own cost.
- 5.2 The vehicle(s)/equipment described/set out in Part-II, Section-II hereof must be equipped with all standard fittings, accessories, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Acts, 1988.
- 5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.
- 5.4 The Operators / Driver(s) must possess valid and relevant professional licenses.
- 5.5 The vehicle(s)/equipment must be registered with the DTO and periodic requirements of fitness, test, must be complied with the evidence produced to the Company's Engineer in this regard as and when required by him.
- 5.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.
- 5.7 The Contractor must ensure timely renewals of all licenses and permits and certificates within the due dates.
- 5.8 The Contractor shall provide at his/her own cost the accommodation/housing for the crew members, sheds for repairing and servicing of vehicle(s)/equipment, land/garages for parking of the vehicle(s)/equipment (wherever applicable) in and around the base station. Further, drinking water facility and provision of rest room etc and other welfare facilities as per Contract Labour (Regulation & Abolition) Act, 1970 are to be provided to his/her crew members wherever applicable.

- 5.9 During the course of the day-to-day operations, the vehicle(s)/equipment may be required to ford or ferried through various rivers. The Contractor will not object to such crossing and shall not be entitled to any additional charges.
- 5.10 The vehicle(s)/equipment must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.
- 5.11 (a) Speedometer and kilometreage gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodic inspections must be rectified forthwith by the Contractor at his/her own cost. Until such rectification, the Company approved KM based on reece report, well index or GPS record will be considered. The Company's decision in this regard shall be final and binding on the Contractor.
- 5.11 (b) Monthly payments shall accordingly be regulated according to the corrected readings.
- 5.12 The Contractor or his/her employees deployed under this Contract must observe the security and safety rules of the Company as mentioned in Part-IV (Safety Measures) when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security/safety considerations must be replaced by the Contractor. In case the Contractor/owner of the vehicle is the driver of the Vehicle and indulges in such non-compliant of HSE laws as required company will have the right for directing the contractor/owner to take action to comply with the requirements, and for further non-compliance, the contractor/owner will be penalized prevailing relevant Acts/Rules/Regulations
- 5.13 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/her own cost.
- 5.14 The Contractor shall not refuse the vehicle(s)/equipment to be driven by the Company's operator / driver(s) / officer(s) in case of emergency when Contractor's operator / driver(s) is/are not available for any reason.
- 5.15 The Contractor shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.
- 5.16 "**OIL INDIA LIMITED**" / "**ON OIL INDIA LIMITED DUTY**" must be painted prominently in the wind glass frame and number plate of all vehicles.
- 5.17 The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorized representative(s) who will be overall in charge of the Contractor's organization to carry out its obligations including preparation of bills, receipts of cheques etc.
- 5.18 The Contractor or his representative(s) shall report every day to the Geophysics/User Department of the Company for receiving instruction for duties of equipment / vehicle allotted for the day-to day operations.

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

6.0 **RIGHTS OF COMPANY'S ENGINEER:**

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

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

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

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

- a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same.
- b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Contractor to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and order the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Contractor to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Contractor's works.
- g) Instruct the Contractor to utilize the services beyond the stipulated hours of service.

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

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

#### 7.0 **PERFORMANCE SECURITY:**

7.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per **Proforma** in Annexure-VIII and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

i Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

ii Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

iii The CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 7.2 The Performance Security shall be denominated in the currency of the contract.
- 7.3 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 7.4 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 7.5 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 7.6 Failure of the successful Bidder to comply with the requirements of clause **7.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

- 7.7 The Security Deposit shall also be forfeited in case of the occurrence of the following events as well: -
- 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.9.0 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 Contractor.
- 7.8 In the event of an occurrence as envisaged in clause No.7.10 (b) & (c), the Contractor will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor 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 Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 8.0 The Contractor shall commence the supply of regular and continuous service by placing the equipment / vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of equipment / vehicle(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of Security Deposit as stipulated hereof without prejudice to any other rights of the Company reserved in this Agreement.
- 8.1 The Contractor shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down, the Contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Contractor's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.
- 8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.
- 8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor, MVI(Motor Vehicle Inspector) report and copy of garage certificate (in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by GM-Geophysics. Company has the right to inspect/cross check such declaration by physical verification/test run etc. If



satisfied with the documents submitted, GM-Geophysics shall waive the liquidated damage and his decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of: -

- (i) Accidents caused by rough/rash driving or because of negligence of the driver.
  - (ii) Where a FIR is lodged by a third party and services of the vehicle(s)/ equipment(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.
- 8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's GM-Geophysics which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges. Before placement of the vehicle on Company's duty after accident/any mishap etc. an Inspection/Test of the vehicle will be carried out for road worthiness.
- 8.3(c) In case of Bundhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation. It is to be clearly understood that 48(Forty-Eight) hours' time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

**9.0 TERMINATION:**

- In the event of the Contractor's failure to place equipment / vehicles in due time or render proper services as per terms of this Agreement, the Company reserves the right to terminate wholly or partially the Agreement with 30(Thirty) days' notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated or modified for the reduced number of equipment / vehicle(s) and Contractor shall not be entitled to any damage or compensation on account of such termination or reduction in number of equipment / vehicle(s) or otherwise from any cause arising whatsoever.
- 9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this Agreement in whole or in part if the Contractor fails to perform any of his/her obligations under this agreement or if the Contractor does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.
- 9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner

as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.

- 9.3 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.
- 9.4 The Company may send written notice to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 45(Forty-Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.
- 9.5 In case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated in the Contract/LOA, OIL shall have, without prejudice to any other rights of OIL, as provided in the contract, the right to terminate the Contract partially or fully with 30 (Thirty) days' notice in writing. The Contractor shall not be entitled to any claim towards any damages or compensation whatsoever on account of such termination. In the event of termination of the contract, either partially or fully, Contractor shall be put on Holiday List as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].
- 9.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ vehicle, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 10.0 (a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will 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 Contractor will have to submit the monthly statement cum-bill in triplicate. Along with the monthly statement-cum-bill, the Contractor will also submit to the user department a certificate every month confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Contractor.

- 10.0 (c) Monthly statement / bills submitted by the Contractor will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.
- 10.0 (d) A daily logbook will be maintained in triplicate. The Contractor or his/her authorised representative should collect the original and a copy of the daily logbook has to be submitted with statement-cum-bill for claiming payment.

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

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

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

#### **STATUTORY OBLIGATIONS OF CONTRACTOR:**

- 11.0 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.
- 12.0 **FORCE MAJEURE:** In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such „Force Majeure“ will stand suspended for the period during which such cause lasts. The word „Force Majeure“ as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

#### **13.0 ARBITRATION AND CONCILIATION:**

##### **13.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

i) 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:

ii) 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.

iii) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

v) 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.

vi) 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.

vii) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

viii) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).

ix) 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (a) 20%of the fees if the claimant has not submitted statement of claim.
- (b) 40% of the fees if the pleadings are complete.
- (c) 60% of the fees if the hearing has commenced.
- (d) 80% of the fees if the hearing is concluded but the award is yet to be passed.

x) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.

xi) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.

xii) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

xiv) 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):**

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

13.3 **Arbitration (Applicable to Micro, Small and Medium Enterprise)**

**In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.**

13.4 **Resolution of disputes through conciliation by OEC**

**(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)**

**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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee (“OEC”) to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:**

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties

agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one month, subject to mutual agreement. The Place of OEC shall be either New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

### 13.5 **Exclusions**

**Parties agree that following matters shall not be referred to conciliation or arbitration:**

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

**14.0 LIABILITY & INDEMNITY:**

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



14.5 **INDEMNITY AGREEMENT:**

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

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

14.8 **INDEMNITY APPLICATION:**

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

14.9 **INSURANCE:**

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

15.0 **TAXES & LEVIES:**

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

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

16.0 **ASSIGNMENT:**

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

17.0 **SUB-CONTRACT:**

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

18.0 **STATUTORY OBLIGATIONS:**

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

19.0 **SET OFF CLAUSE:**

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

20.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

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

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

22.0 **THEFT OF VEHICLE:**

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.

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 release upon advice of the CGM.

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## SECTION-II

### SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

- 1.0 “Hiring the services of the following readily available vehicles at Company’s offered rates for Seismic Survey operation and other activities for a total period of 14 (fourteen) months for two field seasons 2023-24 & 2024-25 (i.e., 7-months + 7-months) with a provision of extension by another period of 4(four) months (2-months + 2-months for each field season) at the same rates, if required, with a provision of release of the vehicle at any time during the extension period, to be deployed at any place of OIL's Operational Areas in Assam and Arunachal Pradesh.”

S/No.:	Vehicle Category	Qty. (Nos.)
(i)	TATA Sumo/Mahindra Bolero (2WD/4WD) or equivalent vehicle with standard fittings	21
(ii)	DI Utility (Tata DI/Mahindra Utility/Bolero Camper (Double Cabin, 2WD/4WD) or equivalent with standard fittings	17
(iii)	TATA 709 Pickup (Double Cabin, 2WD/4WD) or equivalent with standard fittings	16
(iv)	Truck (TATA SE1613/697) or equivalent with standard fittings	01

- 2.0 Vintage of Equipment / : **Vehicles with vintage prior to 2018 shall Not be considered.**  
Vehicle(s)
- 3.0 Tenure of Agreement : Contract duration shall be for a period of total 14 (fourteen) months for 2(two) field season with a provision of extension by another 4(four) months, if required with a break period of 5 (five) months (excluding extension) between 2(two) field seasons i.e., 7 months for each field season extendable by 2(two) months in each field season, if required.

**Note:** (i) The duration of the contract shall be considered from the date of completion of Mobilization/Re-Mobilization in case mobilization/Re-Mobilization is completed within the scheduled date mentioned in the LOA/Mobilization/Re-Mobilization Notice. However, in case of delay, the duration of contract shall be considered from the scheduled Mobilization/Re-Mobilization date mentioned in the LOA/Mobilization /Re-Mobilization Notice.

(ii) In case of award of contract from the waiting list, the duration of the contract shall be for the remaining period of the Seismic survey operations only, in order to release all the vehicles at a time.

- 4.0 Area of Operations : OIL’s operational areas in Assam & Arunachal Pradesh.

- 5.0 Tendered rate of fuel : **Rs 89.73/ litre** (HSD).
- 6.0 Initial-Mobilisation Period : Vehicle & Crew should be placed within a period of **15(fifteen) days** from the date of issuance of mobilization notice after issuance of LOA or as per the date mentioned in LOA.
- 7.0 Interim De-Mobilization : After completion of seismic survey field season 2023-24, the Vehicle and Crew shall be released from company's duty for 5(five) months (excluding extension) break period on issuance of interim de-mobilization notice from OIL.
- 8.0 Re-Mobilization Period : Vehicle & Crew should be remobilized within a period of **15(fifteen) days** from the date of issuance of Re-Mobilization Notice.
- 9.0 Periodic inspection / test : a) On initial placement/mobilization; and  
b) On Re-Mobilization; and  
c) Every three months thereafter or as and when required basis during the tenure of Agreement.
- 10.0 Normal hours/timings of duty/day : As may be stipulated by the Company's Engineer
- 11.0 **SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES:**

**(a) TATA SUMO / MAHINDRA BOLERO (2WD/4WD) 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	41,540.00
20	Running Charge per KM at tendered price of fuel (HSD) of Rs. 89.73/litre	Kilometer	8.46
30	Reliver Driver Charge per Day	Day	812.89

**(b) TATA DI / MAHINDRA UTILITY / BOLERO CAMPER (DOUBLE CAB, 2WD/4WD) 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	38,790.00
20	Running Charge per KM at tendered price of fuel (HSD) of Rs. 89.73/litre	Kilometer	8.35
30	Reliver Driver Charge per Day	Day	812.89

**(c) TATA 709 PICKUP (DOUBLE CAB, 2WD/4WD) or Equivalent:**

<b>Item No.</b>	<b>Description of Service</b>	<b>Unit</b>	<b>Rate per Unit (Rs.)</b>
10	Fixed Charge per month (vehicle for 24 hrs. & driver's normal duty for 8 hrs. per day)	Month	47,030.00
20	Running Charge per KM at tendered price of fuel (HSD) of Rs. 89.73/litre	Kilometer	16.66
30	Reliver Driver Charge per Day	Day	812.89

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

<b>Item No.</b>	<b>Description of Service</b>	<b>Unit</b>	<b>Rate per Unit (Rs.)</b>
10	Fixed Charge per month (vehicle for 24 hrs. & driver's/helper's normal duty for 8 hrs. per day)	Month	72,090.00
20	Running Charge per KM at tendered price of fuel (HSD) of Rs. 89.73/litre	Kilometer	30.39
30	Reliver Driver Charge per Day	Day	812.89
40	Reliver Helper Charge per Day	Day	665.06

- 11.1 Above Fixed Charge include all liabilities including statutory liabilities but excluding PF, ESI, 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.
- 11.2 Fixed Charges also includes vehicle for 24 hours' availability with services of Driver / Helper for 8 hours' normal duty every day throughout the month which is inclusive of wages of regular driver and other emoluments like bonus etc. but excluding wages of relief driver/relief helper.
- 11.3 Monthly wages of the regular driver/helper as per the rates mentioned above which also includes weekly rest day wages.
- 11.4 Regular Driver/Helper are entitled for weekly rest day, leave and holiday etc. for 84 Nos. of days in a calendar year as per the applicable MoS and accordingly, contractor shall provide reliver driver/reliver helper on those rest/ holiday/leave days and the cost towards the reliver driver/helper is shown in the above rates.
- 11.5 In addition to above mentioned services, the successful bidder/contractor will be paid SOT & DOT for Driver/helper as per the rates prevalent as per the Minimum wage act applicable at the time actual execution of the service. The Overtime rates for Regular Driver/ Regular Helper/Reliever Driver/ Reliever Helper per hour shall be guided as follows:

- a) The normal duty hours will be for 08(eight) hours every day.
- b) For services beyond 8(eight) hours normal duty up to 9th (ninth) hour in a day, OT is payable at the ordinary rate of wages per hour (i.e., Single OT per hour) and for services availed beyond 9th (ninth) hour in a day, OT is payable at double the rate of wages per hour (i.e., Double OT per hour).
- 12.0 The above rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following as mentioned in para 13 & 14 below.
- 13.0 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. 89.73** 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. 0.083/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. However, the lower threshold limit of running charge per Km is limited to 0 (zero).
- 14.0 The Contractor(s) shall have to pay monthly wages to his/her/their crew/staff engaged under this contract as per applicable minimum rates of wages notified by Govt. of India. The current applicable rates of wages are as given below:
- (i) Wage component of Driver (Skilled) (Rs. **812.89/day**): Not less than Rs. **21,135.14** (excluding relief Driver) per month per Driver for 8 hours duty.
- (ii) Wage component of Helper (Semi-skilled) (Rs. **665.06/day**): Not less than Rs. **17,291.56** (excluding relief helper) per month per Helper for 8 hours duty.
- The offered Fixed Charge per month is subject to revision as per notification issued by Government of India in relation to wage revision to the Driver(s)/Helper(s) engaged as notified by Government of India from time to time. Payment to Driver(s) is to be made in line with the Memorandum of Settlement (MoS) dated 22nd July 2022 and as per the applicable minimum wages as notified by Ministry of Labour & Employment, Government of India, which shall also apply to this contract.
- 15.0 The wages etc. due to the driver(s)/helper(s) as per provisions of applicable MOS must be made/disbursed through online Bank Transfer or electronic mode only by the contractor. The contractor must also submit certificate(s) (declarations as per format (may be seen at the office of the CGM-Geophysics) duly signed by both the contractor & Driver(s) along with the monthly statement-cum-kilometrage bill of each subsequent month in support of payment of the wages to driver(s).

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## SECTION-III

### **SPECIAL CONDITIONS OF CONTRACTS (SCC)**

*(In case of any contradiction in clauses between GCC and SCC, then SCC clauses shall prevail over the GCC)*

1.0 The Contract period shall be for 2(two) Seismic Survey Operation Seasons 2023-24 and 2024-25 as shown below:

(i) **Season-I:** The contract duration for Seismic Operation for field season 2023-24 shall be for 7(Seven) months with a provision of extension up to another 2(two) months, if required.

(i) **Season-II:** The contract duration for Seismic Operation for field season 2024-25 shall be for 7(Seven) months with a provision of extension up to another 2(two) months, if required after a break period of maximum up to 05(five) months on completion of Season-I.

**Note:** There shall be a break period of maximum 05(Five) months excluding extension (if, required) between the two seismic survey field seasons and after completion of Season-I (i.e., Seismic Operation for field season 2023-24). The Contractor shall de-mobilize the vehicles with the Crew on receipt of Interim-demobilization notice and to re-mobilize the vehicles with crew as per the Re-mobilization notice to be issued nearer the time from the company.

2.0 Based upon above two Seismic Survey Operations, the mobilization/demobilization of the vehicles are as shown below:

(i) **Initial Mobilization/Placement:** The initial mobilization/placement of vehicles with Crew need to be completed within a period of **15(fifteen) days** from the date of issuance of mobilization notice after issuance of LOA or as per the date mentioned in LOA.

(ii) **Interim-Demobilization:** The interim de-mobilization notice for release of vehicles with crew for break-period up to maximum 5(five) months from company's duty shall be issued after completion of field season 2023-24 and accordingly, Contractor to demobilize the vehicle with crew.

(iii) **Re-mobilization:** The vehicles with crew need to be remobilized/placed within a period of **15(fifteen) days** from the date of issuance of Re-Mobilization Notice after the break-period of maximum five months for starting the Seismic Operation for field season 2024-25. The contractor shall confirm in writing within the 7(seven) days of issuance of Re-Mobilization notice that the vehicle with crew shall be placed as per the date mentioned in Re-Mobilization Notice.

(iv) **Final-Demobilisation:** The final de-mobilization notice shall be issued for release of the vehicles with crew from company's duty after completion of field season 2024-25(Season-II) and accordingly, Contractor to demobilize the vehicle with crew as per the date mentioned in the final de-mobilization notice.

**Note:** The expected months for Seismic survey operations for both the seasons shall begin from Nov to May for a period of seven months duration in each season which may be revised by company at its own discretion.

- 3.0 Primary location of the vehicle shall be in OIL's operational areas in Assam & Arunachal Pradesh.
- 4.0 Present requirement under each category of vehicle(s) are as follows:
- a) Sumo / Bolero - 2WD/4WD: **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/4WD) 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/4WD) 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): **01** (one) no.
- 5.0 Although the actual total requirement of vehicles to be hired in different categories is **55** (*fifty five*), however, a **waiting-list** of provisionally selected applicants in order of priority ranking shall/may be maintained with validity **up to 31.12.2024** as follows: **2** (*two*) against Truck category; **10** (*ten*) each against categories of Sumo/Bolero & TATA 709 Pickup, **35** (*thirty-five*) 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 15(fifteen) days from date of issuance of LOA.
- 6.0 The vehicle should be fitted with all standard fittings like footstep etc. as per applicability. The vehicle should also be fitted with vehicle recommended fire extinguisher, Speed Limiting Device (SLD), Fast Tag, GPS, First Aid Box.
- 7.0 The contractor should be personally present at the time of placement of the vehicle.
- 8.0 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.
- 9.0 Before engaging any driver at the time of initial placement/mobilization or subsequently, the driver's name should be cleared by **Geophysics Dept.** for credentials etc. The regular driver / relief driver or regular helper/relief helper engaged by the contractor should be of good character, discipline and in good health. If the regular driver / relief driver or regular helper/relief helper 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.
- 10.0 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.
- 11.0 The vehicles must have comprehensive insurance including coverage for crew and the third party for the entire contract period to cover all risks.



- 12.0 The vehicles must be complete with all necessary permits etc. from Govt. Authorities of **ASSAM & ARUNACHAL PRADESH** for carrying crew and materials etc.
- 13.0 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 the required numbers of drivers/helpers 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.
- 14.0 The crew should always wear proper uniform & shoes while attending duties.
- 15.0 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.
  - e) **If contractor fails to complete the Mobilization/ Re-Mobilization of the vehicle(s) with crew within the due date of 15(fifteen) days from the issue of LOA/ Mobilization/Re-mobilization Notices, the Company reserves the right to terminate the contract with 15(Fifteen) days' notice in writing and on the expiry of this notice period, the contract shall stand terminated and action will be taken as per company's banning policy.**
- 16.0 Documents to be submitted during Initial Mobilization and Re-Mobilization Notice of the vehicles. Contractor must report with the following documents to place the vehicle within due date:
- (i) Registration Certificate
  - (ii) Insurance certificate
  - (iii) Fitness certificate
  - (iv) Road permit certificate
  - (v) Pollution certificate
  - (vi) Any other statutory documents, if required
- 17.0 The Contractor during initial mobilization and Re-mobilization of the vehicle must place the same vehicle(s) during the entire duration of the contract period as per their offer. Normally request for change in vehicle shall not be entertained, however, in case of any exception situation, company may allow for change with an equivalent make & model of the vehicle having vintage not earlier than original submission.

18.0 **LIQUIDATED DAMAGES FOR DELAY IN INITIAL MOBILISATION/RE-MOBILIZATION OF VEHICLES WITH CREW:**

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

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

20.0 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 authorized representative.

21.0 **TERMS OF PAYMENT:**

21.1 On receipt of the monthly statement-cum-kilometrage bill along with authorized signature, will be processed and forwarded to Finance department through VIM portal for release of payment.

21.2 Except the rates payable as per terms & conditions detailed in this tender document and escalation / reduction in the same due to change in fuel price, as applicable, no other charges, whatsoever may be, shall be payable to the contractor during the tenure of the contract.

22.0 Only adult persons beyond 18(Eighteen) years are to be employed by the Contractor.

23.0 **OTHER APPLICABLE TERMS & CONDITIONS:**

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.

**EE: MEMORANDUM OF SETTLEMENT (MOS) DATED 22ND JULY 2022:**

The contractor shall have to comply the terms of settlements of Memorandum of Settlement (MoS) dated 22nd July 2022, arrived in course of conciliation proceedings under Section 18(3) of The Industrial Disputes Act, 1947 (read with Section 2(P) & 12(3) of the ID Act,1947) between OTOA (Oil Transport Owners' Association) and MWU (Motor Workers Union) before the Regional Labour Commissioner (Central), Dibrugarh and the Conciliation Officer under The Industrial Disputes Act,1947 with Oil India Limited as witness in respect of the Helpers, Drivers & Operators engaged in transport services contracts running in Field Head Quarters, Duliajan. The detailed Memorandum of Settlement (MoS) dated 22nd July 2022 is available at the office of Contracts Department. In case any of the clauses of the tender document/contract agreement not explicitly mentioned in the tender document/contract agreement contradicts with the Terms of Settlement of this Memorandum of Settlement (MoS) dated 22nd July 2022, the Terms of Settlement of this Memorandum of Settlement (MoS) dated 22nd July 2022 shall prevail.

**Salient conditions of Terms of Settlement of the MoS dated 22nd July 2022:**

1. The daily rate of wages shall be as per the minimum wages by the Central Government Authorities, Ministry of Labour & Employment for the Scheduled Employment of Construction or Maintenance of roads or runways or in building operations with effect from 01.01.2021 and will be revised as and when notified and

published by the Government of India. Further, in the event of any amendment/change in law, etc., the same shall be implemented as per Central Government Notifications.

2. The category of contract labours (motor workers) will be as under:

- a) Unskilled: Helpers (Bus, Ambulance and all LMV).
- b) Semi-Skilled: Helpers (Crane, Tractor, Trailers, Trucks, Bowsers & Tankers).
- c) Skilled: LMV/HMV Drivers (Small vehicles, Bus, Bowsers, Trucks).
- d) Highly Skilled: Operators (Crane, Tractors, Trailers and other similar equipment.)

3. Special Expenses Allowance:

Additional amount will be paid as "Special Expenses Allowance" per day over and above the notified minimum wages based on actual attendance, for the periods as shown under:

01.01.2021 to 31.12.2025		01.01.2026 till 31.12.2030	
Unskilled	Rs.40/- per day.	Unskilled	Rs.60/- per day
Semi-Skilled	Rs.40/- per day	Semi-Skilled	Rs.60/- per day
Skilled	Rs.60/- per day	Skilled	Rs.80/- per day
Highly Skilled	Rs.70/- per day	Highly Skilled	Rs.90/- per day

4. **Mode of Payment & Payment Procedure:**

- a) The contractors would disburse the wages to the contract labours by the 10th day of the subsequent month.
- b) Mode of payment: The Helper, Drivers and Operators must have valid bank account. The contractors will have to disburse the wages by direct remittance to that valid bank account only via e-banking (i.e NEFT/RTGS or by other electronic modes) by the 10th day of the subsequent month. The contractor shall attach a copy such remittance with monthly bill / invoice.

5. **Verification and Processing of Monthly Bills submitted by the Contractors:**

The contractor shall submit the following documents along with monthly bills / invoices to the User departments for verification and processing bills:

- a. The contractors have to submit sealed and signed Monthly Attendance Sheet.
- b. The contractors have to submit a copy of the Wages Slips issued in Form XIX.
- c. The contractors have to submit copies of Register of Wages in prescribed format duly certified with seal and sign by authorized representatives of the contractors (employers) and the User Department of Oil India Limited (principal employers) with the following comment certifying the disbursement of wages:

"Verified and confirmed that the disbursement of Payment of Wages to the aforesaid Helpers, Drivers & Operators on \_\_\_\_\_ through e-payment mode based on the Bank transactions/records/statement submitted by Contractor".

- d. The contractors have to submit copies of Electronic Challans cum Returns (ECRs) as proof of deposit of Provident Fund (PF) contributions and Employees' State Insurance (ESI) contributions.
- e. The contractors have to submit proof of deposit of the wages to the contract labours in the respective bank accounts via e-banking mode (i.e NEFT / RTGS or by other electronic modes) along with bank / remittance slips of the previous month along with the details of Helpers, Drivers & Operators engaged.

6. Before releasing a month's SES/bill, the user departments of Oil India Limited would ensure that the Contractors submit the previous month's wage slips in Form XIX, Register of Wages, PF & ESI Electronic Challans cum Returns (for those contract labours whose PF & ESI contributions are paid under the establishment codes of the respective contractors directly), log sheet and proof of cashless payment.
7. The applicable daily rate of wages will be for 08(eight) hours of work for 06 days per week which will be inclusive of rest day wages. It is further clarified here for future reference that the minimum wage rates notified for the Scheduled Employment are inclusive of rest day wages.
8. For all services beyond 08(eight) hours of work, the Helpers, Drivers & Operators will be paid overtime (OT).
9. The contractors must grant a weekly day of rest to Helpers, Drivers & Operators after engaging them for 06(six) consecutive days. Contractor shall provide relievers to run the services of hired vehicles and in all transport service contracts on account of the rest day. The responsibility to obtain gate pass / entry pass in all such cases will lie on the contractor. In case of any emergency, if it is not possible to provide reliver helpers / drivers / operators, the concerned helpers/drivers/operators working on the rest day would be eligible for overtime (OT) for hours for which he/she was engaged by the contractor.
10. Halting Charge: Halting charge of Rs.350/- would be payable only when a vehicle has to stay overnight at a place other than base station. In such cases no overtime shall be payable after actual duty hours for overnight stay.
11. Bonus: The Helpers, Drivers & Operators will be entitled for Bonus at the rate of 1/12th of daily (Basic+ Dearness Allowance) subject to the (Basic+ Dearness Allowance) ceiling of Rs.21,000/- under the Payment of Bonus Act, 1965 and amendments made thereafter and will be disbursed on monthly basis, subject to actual attendance and other provisions as per the Payment of Bonus Act, 1965 and rules thereunder.
12. Gratuity: As per relevant Act and rules thereunder
13. Provident Fund: As per relevant Act and rules thereunder.
14. The Contractor shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 and rules thereunder in respect of all Helpers, Drivers, Operators who are not eligible for coverage under the Employee's State Insurance Act, 1948 and rules thereunder. The amount required for obtaining the insurance would be reimbursed by Oil India Limited on production of receipts and payment would be based on the actuals.
15. Leaves and Holidays: The following Leave/Holidays shall be extended by the contractor in a Calendar Year:

Annual Leave: 18 Non- cumulative, non-encash able; Can be availed 03 times in a calendar year and cannot exceed 18 days in a year.

Casual Leave 07 Non- cumulative, non-encash able; Can be combined with annual leave and cannot be availed for more than 02(two) days at a time.

National Holidays 03 days

Festival Holidays 04 days

**Note:** While quoting, the bidder is also to consider the following in their rates/prices amongst other costs envisaged by the bidder for uninterrupted services:

- Wages for regular Driver and regular Helper for their paid annual leave days, casual leave days, national holidays, festival holidays to be provided by the contractor as per Memorandum of Settlement (MoS) dated 22.07.2022.
  - Wages for the reliever Driver(s) and reliever Helper(s) to be deployed on rest days, all types of leaves (annual leave days, casual leave days), all types of holidays (national holidays, festival holidays) etc. of the regular Driver & regular Helper to maintain the services without any interruption.
- 16.** In the event of any work accident arising out of employment and/or in the course of employment the Helpers, Drivers and Operators engaged by the contractors would be extended treatment in the OIL hospital at Duliajan.
- 17.** In case of death of any active Helper, Driver or Operator, a onetime payment of Rs.15,000/- (Rupees Fifteen Thousand Only) will be paid to the next of kin as immediate relief.
- 18.** The contractors would submit a medical fitness certificate once every two years in respect of the Helpers, Drivers and Operators engaged by them. Rs.2000/- (Rupees Two Thousand only) will be reimbursed against each Helpers, Drivers & Operator engaged by the Contractor as cost incurred for fitness certificate (inclusive of costs incurred for medical tests) on submission of required documents from a Government Approved Pathological Laboratory/Authorized Health Centre.
- 19.** The Helpers, Drivers & Operators will be provided uniform, shoes and helmets by the concerned Contractors and the expenditure towards the same will be reimbursed to them by the company on submission of requisite documents/proof of receipts subject to the following limits:
- Two Sets of Uniform per year (@ Rs. 2000x2): Rs. 4000.00
  - Two pair of shoes per year (@ Rs.1000X2): Rs. 2000.00
  - Total reimbursement per annum per person: Rs. 6000.00

**Note:** In cases where Helpers, Drivers & Operators are required to visit OIL installations and where PPE is mandatory, PPE kits (helmet, safety shoes etc.) will be arranged by the contractor(s). In case the contractors fail to provide the same, the user department would arrange to provide the same and recover the costs involved from concerned contractor(s).

- 20.** It has been agreed by and between the parties that the Helpers, Drivers & Operators will NOT be engaged by the concerned contractors on the following grounds:
- a. Beyond 60 years of age i.e., the Contractors would not engage anyone who has crossed the age of 60 years.
  - b. Below 18(Eighteen) years of age
  - c. Person is found medically unfit.
  - d. For any riotous behavior, misconduct, or indiscipline.
  - e. Adverse/criminal records: The Contractors shall obtain Police Verification Report against the contract labours engaged by them, as and when required.
  - f. Unauthorized absenteeism consecutively for a period of more than 15 (fifteen) days.

- 21.** In case of any grievance and/or complaint, the Helpers, Drivers & Operators should first approach the respective contractor in writing with a copy of the communication sent to the respective user department.
- 22.** For engaging helpers, drivers and operators, the contractors/owners will have the right to choose the helpers, drivers and operators. However, contractors/owners will give effort to give preference to earlier helpers, drivers and operators.
- 23.** For better clarity in executing the transport service contracts, the monthly wages would be mentioned in the line items for the fixed charges shown in the contract related documents.
- 24.** The terms of Settlement shall be effective for a period of 10(ten) years w.e.f. 01.01.2021 to 31.12.2030.
- 25.** It is agreed that during the validity period of the settlement, no further demand on any new settlement/agreement or any modification would be entertained from any of the parties involved including the Motor Workers' Union (MWU) or any individual contract labour or a group of labours or any other union representing the Helpers, Drivers & Operators engaged in transport service contracts running in Field Head Quarters, Duliajan, except on statutory matters.
- 26.** The Memorandum of Settlement (MoS) supersedes all previous minute, settlements and agreements with regards to wages and benefits of the motor workers. Hence, any reference to all previous minutes, settlements and agreements would not be entertained from anyone.
- 27.** The Terms of Settlement have been arrived after prolonged discussions amongst all the signatories of the settlement. Hence, during the validity period of this settlement w.e.f. 01.01.2021 to 31.12.2030, no fresh demand would be raised or entertained and there shall be no further discussion on any other point or term other than those already mentioned in the Terms of Settlement.
- 28.** Parties to the settlement agree to not take reference of this settlement for any future Memorandum of Settlement.

To,

**CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES (SM)**

**Description of work/service: “Hiring the services of the following readily available vehicles at Company’s offered rates for Seismic Survey operation and other activities for a total period of 14 (fourteen) months for two field seasons 2023-24 & 2024-25 (i.e., 7-months + 7-months) with a provision of extension by another period of 4(four) months (2-months + 2-months for each field season) at the same rates, if required, with a provision of release of the vehicle at any time during the extension period, to be deployed at any place of OIL's Operational Areas in Assam and 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 authorized persons who would be supervising the jobs on day-to-day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 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. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
3. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
4. 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 Actor omissions at work.
5. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
6. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
7. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format. (Applicable for buses/equipment deployed in Mines areas only.)
8. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. (Applicable for the buses/equipment deployed in Mines area only).
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly. (Applicable for buses/equipment deployed in Mines areas only).



10. 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.
11. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
12. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
13. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, 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. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
14. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).(Applicable buses/equipment deployed in mines areas only).
15. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
16. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA)

- shall be carried out before commencement of the work.(Applicable for buses/equipment deployed in Mines areas only).
17. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
  18. The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.(Applicable for buses/equipment deployed in Mines areas only).
  19. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge. (Applicable for the buses/equipment deployed in mines area only).
  20. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
  21. OIL will communicate all information to the Contractor or his authorized representative only.
  22. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
  23. 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.
  24. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
  25. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.(Applicable for buses/equipment deployed in mines areas only).
  26. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
  27. All Lifting equipment of the Contractor like Crane etc. shall have to be duly

- calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site. (Applicable for buses/equipment deployed in mines areas only).
28. Barricading of area to be done with reflecting tapes as applicable during work. (Applicable for buses/equipment deployed in mines area only).
  29. Sufficient Nos. of traffic cones, barricading equipment, wheel chokes, torchlight, etc. shall be available with the buses for use during off-site breakdown of buses.
  30. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
  31. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
  32. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
  33. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
  34. The Contractor crew should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
  35. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, 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 as per the terms of the Contract.
  36. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
  37. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
  38. Contractors shall ensure that the employed person(s) shall have valid driving license and sound mental condition to carry out the job entrusted for. The crew(s) attached to the bus should be well mannered and in a clean clothing.
  39. 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.
  40. 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 while carrying out the job in OIL installations.

(Seal)

Yours Faithfully

Date \_\_\_\_\_

M/s \_\_\_\_\_

**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. DCT4718P24.

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of this Contract;
  - (b) Section-II indicating the Schedule of work, unit, quantities & rates;
  - (c) Section-III indicating the Special Conditions of Contract;
  - (d) Section-IV indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the 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:

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

**APPLICATION FORMAT (Annexure – I)**  
**Tender No: DCT4718P24 - Hiring of short term readily available vehicles**  
(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 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Y Y Y Y <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="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (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	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	per the format given in annexure-IV has been submitted. (Tick <input checked="" type="checkbox"/> )		
1 0	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)



**ANNEXURE - II**

**FORMAT FOR BIDDER DETAILS**

(To be filled up by the Bidder / Applicant)

**(TENDER NO: DCT4718P24)**

(Hiring of short-term vehicles)

Name of the Bidder/Applicant: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Husband's Name (if applicable): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_

Registered Postal Address with PIN Code: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Vendor Code No. with OIL (if available): \_\_\_\_\_

PAN No.: \_\_\_\_\_

VAT Regn. No (if available): \_\_\_\_\_

GST Regn. No (if available): \_\_\_\_\_

**BANK DETAILS OF BIDDER:**

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

\_\_\_\_\_

\_\_\_\_\_

(b) Account Type (Savings/Cash credit/Current): \_\_\_\_\_

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

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

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

Yours faithfully,

Signature of Bidder / Applicant: \_\_\_\_\_

Name of Bidder / Applicant (in Capital Letters): \_\_\_\_\_

**Annexure – III**  
**FORMAT FOR COURT AFFIDAVIT**

**(TO BE SUBMITTED ALONGWITH THE APPLICATION IN ORIGINAL BY THE APPLICANTS)**

**(TENDER NO: DCT4718P24)**

**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), bearing ..... (Registration Number) with all standard fittings & accessories as supplied by the manufacturer and as specified in the tender to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh
- (3) That, I am not an OIL Employee in service or employee in service of any other PSU/Government / Quasi Government or Semi Government Organization.
- (4) That, my age on the date of submission of application under the tender is not below 18 years and above 55-years.
- (5) That, I have not submitted more than one application within the same category of vehicle in this Tender.
- (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 OIL EMPLOYEE & THE APPLICANT, IF APPLICABLE**

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

**TENDER NO : DCT4718P24**

Hiring the services of .....  
.....

**A F F I D A V I T**

Dated .....

We, (1) Sri/Smti \_\_\_\_\_, son / daughter / wife/ husband of \_\_\_\_\_, \_\_\_\_\_, aged about \_\_\_\_\_ years, and (2) Sri/Smti \_\_\_\_\_ son / daughter / wife / husband 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/Smt. \_\_\_\_\_ is the father/mother/son/daughter/wife/husband of the Deponent No. 2, who is serving as \_\_\_\_\_ under Oil India Limited, in the Department of \_\_\_\_\_, having Regd. No./Salary 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 by .....,Advocate so that the deponents seemed to understand properly the contents of this affidavit.

NOTARY

**Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**  
**Tender No. DCT4718P24**

**To,**  
**The CGM-Contracts (HoD)**  
**Contracts Department,**  
**OIL, Duliajan**

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**Declaration by the vendor/party for confirmation of Term Deposit/Fixed Deposit submitted as Performance Security from the issuing bank.**

To,  
M/s Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub:** Contract No. .... against Tender No. **DCT4718P24** dated 12.10.2023

Full address of the issuing bank	:	
Branch Code	:	
Authorised signatory with full name and designation	:	
Phone (Mobile) Numbers of the branch	:	
Email address of the branch	:	
Such Fixed/Term Deposit must be pledged in favour of OIL, and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"	:	

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

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

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

**Seal of the Bank:**

**Confirmation mail regarding Term Deposit/Fixed Deposit submitted as Performance Security from the issuing bank.**

To,  
M/s Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub:** Contract No. .... against Tender No. DCT4718P24 dated 12.10.2023 towards, “Hiring the services of the following readily available vehicles at Company’s offered rates for Seismic Survey operation and other activities for a total period of 14 (fourteen) months for two field seasons 2023-24 & 2024-25 (i.e., 7-months + 7-months) with a provision of extension by another period of 4(four) months (2-months + 2-months for each field season) at the same rates, if required, with a provision of release of the vehicle at any time during the extension period, to be deployed at any place of OIL's Operational Areas in Assam and Arunachal Pradesh.”

The Contractor may arrange the Confirmation mail regarding issue of fixed deposit with the following details directly from **bank’s official email id** to Oil India’s following e-mail id **[FD\\_PS@OILINDIA.IN](mailto:FD_PS@OILINDIA.IN)**.

FD NO.	Issue Date	Maturity Date	FD Amount	Beneficiary/ Contractor Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal/Auto closure)	Remarks (if any) of the issuing Bank

**Authorised Person’s Signature:** \_\_\_\_\_

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

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

**Seal of the Bank:**



**FORM OF PERFORMANCE BANK GUARANTEE**

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

**To**

**M/s OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN-786602**

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs. \_\_\_\_\_

- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Name of the Bank \_\_\_\_\_  
 Address \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
  - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
  - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

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

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

To  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786602.

WHEREAS, \_\_\_\_\_(Name of Bidder)  
(hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for  
the provision of certain services (hereinafter called "the Bid") against OIL INDIA  
LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender  
No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we \_\_\_\_\_ (Name of  
Bank) of \_\_\_\_\_(Name of Country) having our registered office  
at \_\_\_\_\_(hereinafter called "Bank") are bound unto the Company in the  
sum of (\* ) for which payment well and truly to be made to Company, the Bank binds  
itself, its successors and assignees by these presents.

SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_ 20\_\_.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

Contd.....P/2

Page 2

- B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- e) Our liability under this Bank Guarantee shall is restricted up to Rs.....
- f) This guarantee shall be valid till .....
- g) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
- h) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all

your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

- a) SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_
- b) Designation \_\_\_\_\_
- c) Name of the Bank \_\_\_\_\_
- d) Address \_\_\_\_\_

Note:

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid / as specified in the Tender.

\*\*\* The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee

(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Unique identifier code (Field 7037)- OIL503988890, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under.

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

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

**UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE**

To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender/Contract No. ....

**BG issuing bank details: -**

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

Declaration:

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

Authorized Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Vendor Code: \_\_\_\_\_  
Email ID: \_\_\_\_\_  
Mobile No: \_\_\_\_\_

Encl: Original bank guarantee