

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
E-mail ID: contracts@oilindia.in
Website: www.oil-india.com

E-Tender No.: CDT8378L19

Description of Services: Hiring of Services for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials in complete from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram.

This tender has been issued to the following listed vendors only.

Sl No.	Name of the Vendor	Oil Vendor Code
1.0	M/s Western Carriers (India) Limited	201201
2.0	M/s Sar Parivahan Pvt. Ltd.	402192
3.0	M/s CJ DARCL LOGISTICS LIMITED	406554

For OIL INDIA LIMITED

Sd/-

(N.J.Saikia)

Dy General Manager – Contracts (TS)

For Chief General Manager – Contracts

FOR RESIDENT CHIEF EXECUTIVE

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FORWARDING LETTER

OIL INDIA LIMITED (OIL) invites ON-LINE BIDS from experienced Contractors / Firms through its e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for hiring the under-mentioned services:

- 1.0 **E-Tender No.:** CDT8378L19
- 2.0 **Description of Services:** Hiring of Services for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials in complete from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram.
- 3.0 **Type of Bid:** Limited online (e-Tender) Single Stage Composite bid.
- 4.0 **Bid Closing date & time:** 12.07.2018 at 11.00 AM (IST) (Server Time)
- 5.0 **Bid Opening date & time:** 12.07.2018 at 02:00 PM (IST) (Server Time)
- 6.0 **Bid Submission mode:** Bids must be uploaded in OIL's e-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal>.
- 7.0 **Bid Opening Place:** Office of the CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
- 8.0 **Bid Validity:** 90 days from the Bid Closing date.
- 9.0 **Bid Security:** Rs. 64,000.00 (Rupees Sixty Four Thousand only)

Notes:

- (i) The Bid Security should be submitted only in the form of **Bank Guarantee** (in specified format) issued by Nationalized/Scheduled Bank. Alternately, Bid Security can also be paid through the **online payment gateway** against this tender. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 PM (IST)** on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Bid documents.

- (ii) No other mode of Bid Security will be accepted other than those two options mentioned above. The Bid Security shall not earn any interest to the bidder from the Company.
 - (iii) 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.
- 10.0 **Bid Security Validity:** minimum **150 days** from the original bid closing date.
- 11.0 **Amount of Performance Security:** 10% of total Contract value.
- 12.0 **Validity of Performance Security:** 90 (ninety) days beyond the contract period/duration.
- 13.0 **Quantum of Liquidated damages:** In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value. .
- 14.0 **Bids to be addressed to:** CGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
- 15.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**
- 15.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 15.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 15.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 15.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor

shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

15.5 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.

15.6 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.

16.0 **IMPORTANT NOTES:**

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **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.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned above and will be opened on the same day at 2.00 PM(IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

viii) The tender is invited under **SINGLE-STAGE COMPOSITE-BID SYSTEM**. The bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **“Technical Attachment” Tab only. Bidders to note that no price details should be uploaded in “Technical Attachment” Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under “Notes and Attachment” Tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria. In Bid opening, both Technical & Priced Bids will be opened.**

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

Go to this Tab **“Technical Attachments”** for Uploading “Technical Bid”.

On “EDIT” Mode, bidders are advised to upload “Technical Bid” and “Priced Bid” in the respective places as indicated above.

Note:

The “Technical Bid” shall contain all techno-commercial details **except the prices.**

The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

OIL now looks forward to your active participation in the IFB.

FORWARDING LETTER

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

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

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

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

2.0 BID DOCUMENTS:

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

- a) A Forwarding Letter highlighting the following points:
 - (i) IFB/Tender No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders (Part-1)
- c) BRC /BEC (Part-2)
- d) General Conditions of Contract (Part-3, Section-I: **GCC**)
- e) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
- f) Special Conditions of Contract (Part-3, Section-III: **SCC**)
- g) Safety Measures (Part-3, Section-IV: **SM**)
- h) Integrity Pact- Not applicable for this tender.
- i) Bid Form (**Appendix-II**)
- j) GST (**Appendix-III**)
- k) **Annexures - A to H.**
- l) Price Bid Format (**Proforma-A**) and Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-B(PP-LC)**.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the **"Technical RFx"** under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS:

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

- 5.2 **DOCUMENTS COMPRISING THE BID:** Bids are invited under Single Stage Composite Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID (to be uploaded in "Technical Attachments" tab)

- (i) Bid Documents duly filled as indicated.
- (ii) Complete technical details / specifications of the vehicle offered with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC (Part-2).
- (iv) Scanned copy of Bid Security (in case of BG). Original should be sent to the office of CGM-Contracts as mentioned in the Forwarding Letter.
- (v) Duly filled Bid-Form as per Appendix-II
- (vi) Statement of Non-compliance, if any
- (vii) Integrity Pact

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under "Technical Attachment" Tab.

(B) PRICED BID (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab:**

- (i) Price Bidding Format as per **Proforma-A**
- (ii) Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as **Proforma-B(PP-LC)**.

6.0 BID PRICE:

- 6.1 Prices must be quoted by the bidders as applicable in Price Bid Format.
- 6.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account except as mentioned in bid document.

7.0 PERIOD OF VALIDITY OF BIDS:

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

- 7.1 Bids shall remain valid for **90 days** from the date of Bid Closing date.
- 7.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity.

8.0 FORMAT AND SIGNING OF BID:

The bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder to bind the Bidder to the contract.

9.0 SUBMISSION OF BIDS:

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

Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class-3 with organization's name", the bid will be rejected.

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

- 9.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 9.3 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- 9.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 9.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

10.0 DEADLINE FOR SUBMISSION OF BIDS:

- 10.1 Bids should be submitted on-line up to **11.00AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.
- 10.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

- 10.3 The documents in physical form as specified must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

11.0 LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 12.1 Bidders will be permitted by System to make changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the e-Portal. But, no changes would be allowed by the system once the due date & time for submission of bids has been reached.

- 12.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

- 12.3 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

13.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

14.0 BID OPENING AND EVALUATION:

- 14.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (available in Annexure part of bid documents) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Technical bid is uploaded in the "Technical Attachments" Tab only and no price should be mentioned anywhere under the Technical Attachments.
- 14.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next full working day and time.
- 14.3 OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

- 14.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 14.3.
- 14.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 14.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of work or which limits in any substantial way, in-consistent way the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 14.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 14.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

15.0 EVALUATION AND COMPARISON OF BIDS:

- 15.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 15.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

16.0 CONTACTING THE COMPANY:

- 16.1 Except as otherwise provided in Clause 12.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 14.5.
- 16.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

17.0 AWARD CRITERIA:

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

OIL will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive and as per award criteria mentioned in BEC / BRC part provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

18.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

19.0 NOTIFICATION OF AWARD:

19.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail that its bid has been accepted.

19.2 The notification of award will constitute the formation of the Contract.

20.0 SIGNING OF CONTRACT:

20.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

20.2 Within **02 (two) weeks** of issue of "**Letter of Award (LOA)**", the successful bidder(s) will be required to pay an interest free Security Money amounting to **10% of annualized contract value** by way of **BANK GUARANTEE** (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised / Scheduled Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL's Standard forms of Agreement. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

20.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of issuance of debarment notice.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnished false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

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

23.0 EXEMPTION FROM SUBMISSION OF TENDER FEE (COST OF BID DOCUMENT):

Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

In case of MSEs/CPSUs/ Government Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before 07 (seven) days of bid closing date.

24.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

Central Government Departments and Central Public Sector undertakings are exempted from submitting Bid Security. If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

25.0 DISCOUNTS / REBATES:

25.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

25.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

26.0 BACKING OUT BY BIDDER:

26.1 In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 02(two) years from the date of issuance of debarment notice.

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

26.2 Backing out by successful bidder/ L1 bidder after issue of LOI/ LOA: In case LOI / LOA issued is not accepted by the successful bidder / L1 bidder or the Security Money / Performance Security is not submitted as per terms of the tender/ contract within the time specified in the Bid Document, the Earnest Money/ Bid Bond/ Bid Security shall then be forfeited and the bidder/firm shall be debarred for 02(two) years from the date of issuance of debarment notice.

27.0 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP - LC)

Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. The details clauses applicable for this tender are as under:

27.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE Policy. If a bidder seeks free of cost tender document under the MSE Policy, then it shall be considered that the bidder has sought benefit against the MSE Policy and this option once exercised cannot be modified subsequently.

27.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **75%**.

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

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

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

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

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

27.2.3 At the bidding stage the bidder shall provide **Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-B (PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

27.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

- 27.3.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
- 27.4** Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 27.4.1** However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 27.4.2** When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example:

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

OR

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

- 27.5** The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
- 27.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
- 27.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- 27.8 Determination of LC**
- 27.8.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

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

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

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

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

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

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

27.9 Calculation of LC and Reporting

27.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

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

27.10 Certification and Verification

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

27.10.1.1 At bidding stage:

a) Price Break-up

(i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause **27.2.3**.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

(i) The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **27.2.1**, such undertaking shall become a part of the contract.

(ii) Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **27.2.2**.

27.10.1.2 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

27.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

27.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

27.10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

27.10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

27.11 Sanctions

27.11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

27.11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

27.11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/successful bidder.

27.11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

27.11.5 In pursuance of the clause above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (**Annexure H**) equivalent to the amount of PBG.

27.11.6 “In case of participation of MSE and LC vendor against a same tender, MSE vendor will be given preference to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 10% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.”

27.11.7 In the event of multiple lowest bidders and there is

A. Only One MSE bidder among the lowest- the MSE bidder will be treated as the L-1 bidder.

B. Multiple MSE bidders among the lowest – Lottery among MSE’s only.

C. No MSE bidder among the lowest.

i) MSE bidder(s) in L-2 position falling under L1+15% will be treated as L-1 bidder. If there is no MSE bidder in L2 position, the MSE bidder in L3 position and under L1+15% will be treated as L1 bidder and so on. In case of more than one such MSE bidders, lottery among such MSE bidders only.

ii) If No MSE bidders under L1+15% and there is/are PP-LC eligible (LC) bidder/bidders in L1 position, the LC bidder will be considered as the L1/ Lottery among the LC bidders only.

iii) If No MSE bidders under L1+15% and no LC bidder in L-1 position, LC bidder(s) in L-2 position falling under L1+10% will be treated as L-1 bidder. If there is no LC bidder in L2 position, the LC bidder in L3 position and under L1+10% will be treated as L1 bidder and so on. In case of more than one such LC bidders, lottery among such LC bidders only.

PART-2
BID REJECTION CRITERIA/BID EVALUATION CRITERIA (BRC/BEC)

1.0 BID EVALUATION CRITERIA (BEC):

The bid shall conform generally to the scope of work and terms & conditions given in this bid document. Bids shall be rejected in case the equipment and services offered do not conform to required parameters stipulated in the scope of work. Notwithstanding the general conformity of the bids to the stipulated terms of reference, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.1 TECHNICAL: Deleted

1.2 FINANCIAL CRITERIA:

1.2.1 The bidder shall have an annual financial turnover of minimum **Rs. 9.50 lakhs (Rupees Nine Lakh Fifty Thousand)** Only during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

1.2.2 Net worth of bidder must be positive for preceding financial/accounting year.

Notes:

a) For proof of Annual Turnover & Net worth (ref. clause 1.2 above) any one of the following document must be submitted along with the bid:

(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE G.**

OR

(ii) Audited Balance Sheet along with Profit & Loss account.

b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year -----has actually not been audited so far'

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

1.2.3 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on

PART-2
BID REJECTION CRITERIA/BID EVALUATION CRITERIA (BRC/BEC)

the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

1.3 COMMERCIAL:

- 1.3.1 Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 1.3.2 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.
- 1.3.3 Price Bids will be evaluated on overall lowest cost basis i.e. considering total quoted price for all items of SOQ inclusive of all liabilities as per Price Bid Format. The bidder with the lowest quoted total bid price will be considered as L1 (Lowest evaluated bidder). Similarly, the other bidders will be ranked as L2, L3 etc. based on their total quoted bid price in the Price Bidding Format.
- 1.3.4 Comparison of the responsive bids will be made subject to loading for deviation, if any. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT
- 1.3.5 Any bid offering part services will not be considered for evaluation.
- 1.3.6 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 1.3.7 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

1.3.8 PURCHASE PREFERENCE CLAUSE for MSME:

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

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

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

PART-2

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

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

(d) **Documentation required to be submitted by MSEs:** Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

1.3.9 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP - LC)

Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-contentpp-lc-all-psus>).

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at **Clause No. 27.0 of Part-1 (ITB)** and shall have to submit all undertakings / documents applicable for this policy”.

2.0 BID REJECTION CRITERIA (BRC):

- 2.1 The bids are to be submitted in Single Stage Composite Bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
- 2.2 Bid security shall be furnished as a part of Un Priced Techno Commercial Bid. Bid security must be submitted in a manner mentioned in this Tender. Bid security amount in any other mode/manner will not be acceptable. Any bid not accompanied by a proper bid security will be rejected. In case of Bank Guarantee, original of the same has to be submitted by the Bidder in the Office of CGM (Contracts) before 12:45 Hour (IST) of the Bid Closing date; otherwise the Bid (offer) will be rejected.

Any Bid accompanied by bid security with (i) validity shorter than 150 days from the date of original bid closing (in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of original Bid Closing.

- 2.3 The quoted rates by the bidder(s) must be kept firm during the performance of the contract and not subject to variation on any account. Any bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

PART-2
BID REJECTION CRITERIA/BID EVALUATION CRITERIA (BRC/BEC)

- 2.4 Any bid received by the company after the deadline for submission of bids prescribed by the company will be rejected.
- 2.5 Offers received in any form other than through OIL's e-Portal will not be accepted. Bidders have to submit their offer in Single Stage Composite Bid System as described in this tender document, otherwise the offer will be rejected.
- 2.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 2.7 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.
- 2.8 The bidders are required to quote for all the items as given in the Price Bidding Format failing which, the bid will be rejected.
- 2.9 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Offers made by Bidders to whom bid is not issued will be rejected.
- 2.10 Bid received with validity of offer less than **90 (Ninety) days** from the date of Bid Opening will be rejected.
- 2.11 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.12 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-Priced Techno-Commercial Bid as per tender requirement under "**Technical Attachments**" Tab Page only.
- 2.13 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected:
- (i) Firm price
 - (ii) EMD / Bid Bond
 - (iii) Scope of work
 - (iv) Specifications
 - (v) Price Schedule
 - (vi) Delivery / Completion Schedule
 - (vii) Period of Validity of Bid
 - (viii) Liquidated Damages
 - (ix) Performance Bank Guarantee / Security deposit
 - (x) Guarantee of material / work
 - (xi) Arbitration / Resolution of Dispute
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Integrity Pact

3.0 GENERAL:

PART-2

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

- 3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- 3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC& Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 3.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

BRIEF DESCRIPTION OF SERVICE: Hiring of Services for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials in complete from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram.

This service contract agreement (herein after referred to as Contract') made on this _____ day of _____, 20__ between OIL INDIA LTD, a body corporate and established under the Companies Act 1956, having its registered office at Duliajan, Assam, PIN - 786602 (hereinafter called 'Company' which expression shall unless otherwise provided, include its executors, successors, administrators and permitted assignees) on one part

AND

Shri/Smt/M/s..... carrying on business as proprietor / partners / Company under the name and style of _____ and having his/her/their Registered/Main Office in the State of _____ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted Assigns on the other part.

Whereas, the Company desires to hire the above mentioned services. Whereas, the Contractor represents that he/she/they has/have adequate capacity to undertake the aforesaid service and is equipped with fully trained personnel capable of adequately operating and providing the required services.

NOW THEREFORE, in consideration of the mutual covenants and contracts hereinafter contained, it is hereby agreed to the following:

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

2.0 **AREA OF OPERATION:** OIL's operational areas of Mizoram.

3.0 **COMMENCEMENT & DURATION OF CONTRACT:**

3.1 **Mobilization:** Contractor shall mobilize and deploy all the required manpower, vehicles, and equipment including all other support as may be necessary for execution of the work, so as to commence the services at the specified site (s) within a maximum of 20 days from the date of Fax / Letter of Award (LOA) /Notification of Award (NOA).

3.2 The contractor shall have to complete the entire loading, transportation, offloading and stacking of rig materials & its accessories within 25 days from the date of commencement of the contract.

3.3 **Duration:** Duration of the Contract is 45 days including Mobilization period of 20 days.

4.0 **BID SECURITY (EMD) / PERFORMANCE SECURITY DEPOSIT**

4.1 **BID SECURITY (EMD) DEPOSIT:**

Failure of the Contractor to sign the agreement within reasonable time of its

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

presentation to them shall constitute sufficient grounds for the annulment of the award of the contract and forfeiture of the Bid Security Deposit, in which event, the Company may award the contract to the next evaluated bidder or call for new bid or negotiate with the next lowest bidder as deemed fit.

4.2 PERFORMANCE SECURITY DEPOSIT:

The Contractor shall upon acceptance of the tender, pay to the Company within two weeks of issue of Letter of Award (LOA) a Security Deposit amounting to **10% of total contract value** by way of BANK GUARANTEE valid beyond **90 days** of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised/Scheduled Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of Bid Security apart from any other actions the company may take at its sole discretion.

The Performance Security Deposit shall be payable to the Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Agreement.

The Security Deposit will be refunded to the contractor within 90 Days of satisfactory completion of works under the contract (including extension, if any), but 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.

5.0 APPLICABLE LAW: The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

5.1 The Contractor shall ensure full compliance of various Indian laws and statutory regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authority for conducting operations under the contract :-Motor Vehicle Act, Octroi Duties Act, Port Trust Acts, Indian Railways Act, Mines Act, 1952 as applicable to safety & employment conditions and subsequent amendment, Oil Mines Regulations-1984 wherever applicable Workmen's Compensation Act, Payment of Wages Act, The Minimum Wages Act, Payment of Bonus Act 1965, Contract Labour (Regulation & abolition) Act 1970 and the rules framed there under, Employees Pension Scheme 1995, Interstate Migrant Act 1979 (Regulation of employment & conditions of services), The Employees Provident Fund & Misc. provisions act, Central Excise Act, Income Tax Act 1961, Assam Finance Act 1956, Assam Sales Tax Act 1947, Central Sales Tax Act 1957, Assam Pollution Control Board's Rules & Regulation Service Tax Act, any other Acts as applicable from time to time. Mizoram Entry Tax Act, 2015 or latest; Mizoram Entry Tax Rules, 2015 or latest; Mizoram Goods and Services Tax Act, 2017; Mizoram Goods and Services Tax Rules, 2017.

5.2 The contractor should be fully conversant with the laws applicable to work under this contract and all other relevant rules and connected laws and to abide by them so that jobs assigned are performed efficiently in time. In case of violation of any of

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

the RULES/ACTS/LAWS, the contractor shall be responsible for the consequences arising out of the violation and in no way Company (OIL) will be responsible for it.

- 5.3** The contractor or his representative shall abide by the RULES regarding SAFETY & SECURITY measures at the STORE YARD/GODOWN of OIL and other points.
- 5.4** The fleet of vehicles/Transport equipment, which shall be used for the execution of this contract, must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS, INSURANCE etc. duly approved by appropriate Govt. Authorities.
- 5.5** OIL may arrange for transit insurance for the Rig materials & its accessories. This Insurance is for the exclusive benefit of the Company and shall not accrue to the benefit of the Contractor. The Contractor shall be responsible to issue Certificate of Facts pertaining to loss assessed by Surveyor / Competent Authorities to the Company within 7(Seven) days from the date of provisional claim forwarded to the Contractor for the purpose of lodging final claim on Insurance Company or any other party.

6.0 TERMINATION:

- 6.1 Termination on expiry of contract:** This contract shall be deemed to have been automatically terminated on the expiry of the contractual period unless the Company has exercised its option to extend the contract in accordance with the provisions of the Contract Agreement.
- 6.2** The contract may be terminated at any time by either party without indicating any reason by giving 90 (*NINETY*) DAYS PRIOR notice in writing of its intention to do so to the other party. In case of unsatisfactory performance of the contractor, Company solely reserves the right to terminate the contract by giving 30 (*THIRTY*) days written notice.
- 6.3 Termination on account of Insolvency of the Contractor:** In the event that the Contractor at any time during the term of the contract becomes insolvent or makes a voluntary assignment of the contract for the benefit of its creditors or is adjudged Bankrupt then the Company shall by a notice in writing have the right to terminate the contract and all the Contractor's right and privileges hereunder shall stand terminated forthwith. In such eventuality the company shall pay the contractor the applicable rate for the services performed if due upto the date of termination of the contract. As soon as petition, if any, is made for declaration of insolvency to the court, the Contractor shall keep the Company informed of the fact in writing.

6.4 Consequences of Termination:

- (i) In all cases of termination herein set forth the obligation of the Company to pay the charges shall be limited to the period up to the date of termination and the Contractor will not be entitled to any damage or compensation on account of termination.
- (ii) Notwithstanding the termination of this contract, the Contractor shall reasonably continue to be bound by the provisions of this contract that reasonably require some action forbearance after such termination.

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

7.0 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 Transport Supplier's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (*Seventy Two*) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

8.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

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

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

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

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

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

- (e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- (f) Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 8.01 & 8.02 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

9.0 LIABILITY & INDEMNITY:

9.1 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, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by wilful or gross negligence. The 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.

9.2 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.

9.3 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.

9.4 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.

9.5 INDEMNITY AGREEMENT:

9.6 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,

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

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.

- 9.7** 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.

9.8 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.

9.9 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.

10.0 TAXES & LEVIES:

- 10.1** 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.
- 10.2** 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.

11.0 ASSIGNMENT:

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.

12.0 SUB-CONTRACT:

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

13.0 STATUTORY OBLIGATIONS:

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.

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

14.0 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).

15.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

16.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:

In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:

SIGNED & DELIVERED FOR AND ON BEHALF OF:

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

PART – 3
SECTION - II
SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

Description of Work/Service:

Hiring of Services for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials in complete form Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram.

1.0 SCHEDULE OF WORK UNIT AND QUANTITY (SOQ):

Please refer Part-3, Section III, Special Condition of Contract for the details of the services required.

SL. No	Particulars	UoM	Quantity
10	Loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials & its accessories in complete form Location- 8 (Thenzawl) to Location -3 (Aibawk-1) in OIL's operational areas of Mizoram Inclusive of all liabilities including statutory liabilities but excluding applicable GST. Detailed Scope of work and List of materials of rig equipment & its accessories are as per "Special Condition of Contract" Part 3, Section III.	LSM	1
	Applicable Rate of GST		

2.0NOTE:

- i) The above quoted price should be inclusive of all expenses and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crews and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts.
- ii) Bidder must include all liabilities including statutory liabilities but excluding GST in their quoted rates. 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. Any input credit benefit received by the party must be passed on to OIL.
- iii) Bidders must quote against all the items, otherwise their bid will be rejected. The rates shall be quoted per unit as specified in the PRICE BIDDING FORMAT **(Proforma-A)** attached under **"Notes & Attachments"** tab of OIL's e-Tender portal. The rates quoted in the "PRICE BID FORMAT" will only be considered for evaluation. No price is to be given / indicated in Techno-Commercial bid. Prices/Rates are to be indicated in "Notes & Attachments" tab only.

PART – 3
SECTION - II
SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

- iv) Contractors are required to raise GST Invoices for reimbursement of GST against the contract. In absence of GST Invoices, GST will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.
- v) The rates quoted by the Bidder shall be fixed and firm during the performance of the contract and not subject to variation on any account.
- 3.0 **Tenure of Agreement:** 45 (Forty Five) days including the Mobilization period of 20 (Twenty) days.
- 4.0 **Payment Term: Please refer clause 78.0 of Part 3, Section III, Special Condition of Contract (SCC).**

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

Brief description of services:

Hiring the services for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials & its accessories in complete from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram.

1.0 The services intended to be hired under this contract is primarily for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials & its accessories in complete as per list provided herewith from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in Oil India Limited (OIL's operational areas of Mizoram.

2.0 Mizoram has the most variegated hilly terrain in the eastern part of India and it starts right from Assam - Mizoram border and covers the entire state. Like all other hilly terrains, the roads in Mizoram are with sharp turnings & steep gradients. As such, it is desired that before selecting any vehicle/equipment, the bidder(s)/contractor(s), for their own interest, get acquainted himself/herself with the existing conditions & surroundings of OIL's areas of operation in Mizoram including the entire roads through which the vehicle(s)/equipment has to be mobilized/de-mobilized.

3.0 Rig E-2000 materials along with associated equipments and materials, are available at OIL's Location-8 (Thenzawl), Mizoram. The E-2000 rig materials along with associated equipments and materials are to be loaded and transported safely from Location-8 (Thenzawl), Mizoram to OIL's location Loc-3 (Aibawk-1) in Mizoram. The materials along with associated equipments will be offloaded/unloaded & stacked at OIL's location Loc-3 (Aibawk-1) in Mizoram. The contractor shall have to deploy all the resources required including suitable manpower for supervision, Cranes, Tractor-Trailers and any other vehicles/logistics equipment/assistance etc. for execution and successful completion of the work.

4.0 List of Materials:

The list of materials of rig equipments & its accessories are as under:

Sl. No.	Brief Description of the materials	Sl. No. maintained on the material	Approx. Size (Length x Width) in meters	Approx. Weight (Ton)
1	Bunk House	1	9.3 x 2.7	5 – 7
2	Bunk House	2	9.3 x 2.7	5 – 7
3	Diesel Tank (40 KL)	3	10.6 x 2.7	6 – 8
4	Diesel Tank (40 KL)	4	10.6 x 2.7	6 – 8
5	Mud Tank	5	10.7 x 2.75	10.0
6	Bunk House	6	13.0 x 2.45	7 – 9
7	Bunk House	7	13.0 x 2.45	7 – 9
8	Trailer mounted DG set with twin cylinder prime mover	8	2.8 x 1.40	8 – 9
9	Bunk House	31	7.0 x 2.45	6 – 8
10	DG set with acoustic enclosure	9	5.6 x 2.30	9 – 10

Sl. No.	Brief Description of the materials	Sl. No. maintained on the material	Approx. Size (Length x Width) in meters	Approx. Weight (Ton)
11	Tool Pusher Office (Bunk House)	10	6.6 x 2.5	6 – 8
12	Bunk House	11	13.0 x 2.45	8 – 10
13	Mobile Welding Set	12	1.6 x 1.1	01 – 02
14	DC Motor (For Rig Pump)	49	2.5 x 1.7	2 – 3
15	Bunk House	30	7.0 x 2.45	6 – 8
16	Hut with twin hydraulic pumping unit (with AC motor)	14	10.1 x 2.7	10.0
17	Bunk House	15	13.0 x 2.45	7 – 9
18	Tool Pusher Office (Bunk House)	16	7.0 x 2.45	6 – 8
19	Driller's Cabin (AC with driller's console)	17	2.3 x 2.3	5 – 6
20	Crane 10 MT capacity	18	11.0 x 2.1	8MT
21	Bunk House	20	7.0 x 2.45	6 – 8
22	Rotary Table	54	2.2 x 1.8	8 – 9
23	Mast Low Stand	38 (A)	2.6 x 1.7	6 – 8
24	Bunk House	21	7.0 x 2.45	6 – 8
25	Mast Low Stand	38 (B)	2.6 x 1.7	6 – 8
26	Bunk House	22	13.0 x 2.45	7 – 9
27	Bunk House	23	7.0 x 2.45	6 – 8
28	Mast High Stand	37	3.1 x 3.0	8 – 9
29	Tool Box	24	2.1 x 2.1	6 – 8
30	Bunk House	35	7.0 x 2.45	6 – 8
31	Tool Box	25	2.1 x 1.2	5 – 6
32	Tool Box	48	1.3 x 1.0	6 – 7
33	Desilter	42	3.3 x 2.2	8.0
34	Bunk House	26	13.0 x 2.45	7 – 9
35	Tool Box	27	2.9 x 1.35	5 – 6
36	Bunk House	36	7.0 x 2.45	6 – 8
37	Bunk House	28	13.0 x 2.45	7 – 9
38	Bunk House	29	13.0 x 2.45	7 – 9
39	Container for Tools	32	12.2 x 2.45	10 – 14
40	Container for Tools	33	12.2 x 2.45	10 – 14
41	Container for Tools	34	12.2 x 2.45	10 – 14
42	Desander Pump unit without motor	39	5.0 x 3.2	4 – 6
43	Draw-works motor skid with 2 DC motors	45	6.1 x 2.7	8 – 10
44	Thribble Board	40	7.3 x 3.3	6 – 8
45	Crown Block Assembly	41	3.2 x 2.6	8 – 9
46	Double Board	43	7.4 x 2.9	6 – 8
47	Choke Manifold	44	3.3 x 1.6	3 – 4
48	Choke Manifold	47	3.4 x 2.7	3 – 5

Sl. No.	Brief Description of the materials	Sl. No. maintained on the material	Approx. Size (Length x Width) in meters	Approx. Weight (Ton)
49	Rig Pump Delivery manifold with 2 Nos. pulsation dampeners	50	3.4 x 1.2	3 – 6
50	Mud Mixing tank without pump and motor	51	13.4 x 2.6	12 – 15
51	Mud Tank	52	10.75 x 2.6	10.0
52	Sub-base Assembly	53 (A)	6.8 x 2.6	12 – 14
53	Jet Shear Assembly	46	2.4 x 1.6	6 – 8
54	Sub-base Assembly	53 (B)	6.8 x 2.6	12 – 14
55	Spacer Spool	58	2.2 x 1.6	5.0
56	Sub-base Assembly	53 (C)	11.8 x 2.6	20.0
57	Sub-base Assembly	53 (D)	11.8 x 2.6	20.0
58	Sub-base Assembly	53 (E)	13.4 x 3.05	20.0
59	Sub-base Assembly	53 (F)	13.4 x 3.05	20.0
60	Draw-works (without EC brake)	55	7.4 x 3.5	34.0
61	Rig Pump (without power end) BOMCO F 1600	56	7.2 x 2.8	20.0
62	PCR (DC)	57	12.2 x 3.0	30 – 33
63	Power pack (16 cylinder engine)	59 (A)	8.0 x 3.2	20 – 22
64	Power pack (16 cylinder engine)	59 (B)	8.0 x 3.2	20 – 22
65	Power pack (16 cylinder engine)	59 (C)	8.0 x 3.2	20 – 22
66	Power pack (16 cylinder engine)	59 (D)	8.0 x 3.2	20 – 22
67	Water Tank	60	8.0 x 2.8	8 – 9
68	Mud Tank	61	10.7 x 2.75	10.0
69	Mud Tank	62	10.7 x 2.75	10.0
70	Mud Tank	63	10.7 x 2.75	10.0
71	Mast Assembly	Not maintained	Around 8 Tractor-trailer loads	15 Each
72	4" High pressure line (Metalic) – 6 Nos.	Not maintained	11.3 X 2.4	15 – 16
73	4" vibrator hose – 4 Nos.	Not maintained	11.3 X 2.4	15 – 16
74	Air Compressor	64	Fitted with 59 D	
75	Air Compressor	65	Fitted with 59 C	
76	Compressor Air Twin Tank with dehumidifier	66	Fitted with 59 B	

5.0 The above mentioned items are used in onshore oil & gas fields. The approximate weight, length & width of the items are given above and the maximum height of critical materials like Power Pack, PCR etc. is within approximately 3.90 meters from ground level.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

6.0 The rig materials, its accessories and transportation route shall be physically inspected by the bidder and the bidder must satisfy himself/herself before bidding and should decide & plan precisely on the exact requirement of type of Cranes, Trucks, Tractor-trailers (specially semi low bed or low bed) and other vehicles/equipments, for safe and complete supervision, loading, transportation, offloading & stacking. OIL shall no way be held responsible in future in this regard.

7.0 It may be noted that the physical verification of weights, dimensions etc. as per the list of material to be transported and the number of Cranes, Tractor-Trailers, Trucks etc. as per loads to be provided, is the sole responsibility of the contractor. Bidders are advised to examine themselves the quantum of loads before quoting. OIL does not take any responsibility in this regard.

8.0 A suitable and safe route between sites is to be followed during the transportation. As per OIL's assessment, the inter location distance between OIL's Location-8 (Thenzawl), Mizoram & Location-3 (Aibawk-1), Mizoram is 49 Km. Bidder(s) shall survey the condition / suitability of the said route and the distance of their own interest before bidding. Bidder(s) are also advised to examine themselves the quantum of loads before quoting. OIL shall no way be held responsible in future in this regard.

9.0 The cost quoted by the contractor should include all costs and associated expenditures including any hidden cost like hiring of any ware house/parking, engaging more cranes / special vehicles for transportation etc.

10.0 Mobilization:

Contractor shall mobilize and deploy all the required manpower, vehicles, equipment including all other support as may be necessary for execution of the work, so as to commence the services at the specified site (s) within a **maximum of 20 days** from the date of Fax/ Letter of Award (LOA)/Notification of Award (NOA) failing which Liquidated Damages will be imposed as per the clause mentioned elsewhere in the contract.

11.0 Stipulated completion time:

11.1 The date of commencement of the contract shall deemed to be considered as the date of movement of first load of rig materials, it's accessories from OIL's Location-8 (Thenzawl), Mizoram by the contractor. The date of completion shall deemed to be considered to be the date of offloading and stacking of the last load of rig materials, it's accessories at OIL's Location -3 (Aibawk-1), Mizoram on evacuation of Location-8 (Thenzawl).

11.2 The contractor shall have to complete the entire loading, transportation, offloading and stacking of rig materials & its accessories **within 25 days** from the date of commencement of the contract failing which Liquidated Damages will be imposed as per the clause mentioned elsewhere in the contract.

11.3 Contractor has to complete the jobs envisaged in stipulated time while ensuring safety of the men, materials, equipment/vehicles and the society in general.

11.4 Day shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

11.5 If there is any hold up during transportation and reasons for such hold up is not directly attributable to the contractor, such issue should be examined by a team of officers specially constituted for dealing all such operational constraints and will be settled as per recommendation of the team with the approval of Basin Manager/GM-Logistics and shall be binding and final on the contractor. If there is a hold up because of barricade/bandh not directly attributable to the contractor during transportation, then the duration of barricade/bandh shall be excluded from total stipulated completion time. In case of Bundhs, Rasta Roko and Strike etc. called by other organization, not by the contractor's staff/employee, then the duration of such barricade shall be excluded from the total stipulated completion time.

11.6 Time is the essence for Rig transportation from one location to another. The specified transportation time for Rig shifting is to be complied strictly. The contractor agrees to provide services envisaged under the contract as per stipulated time indicated in this contract, for which Contractor shall provide required fleet etc. in proper working condition.

12.0 Bidders are advised to estimate the requirement of number of Cranes (OIL's specification given hereunder in Para-35.0), Tractor-trailers (flat bed/semi low bed/low bed) and Trucks etc. accordingly to complete the job within the time schedule, as mentioned above and rig loads etc. as per list of material. Also, part of the route shall involve transportation over hilly terrain with sharp turnings and step gradients, the contractor must deploy the transport fleet/equipment with this in mind.

13.0 Contractor has to deploy Cranes, Tractor-Trailers, Trucks etc. including any other vehicle(s)/equipment of required capacity as per the requirement of the load to be transported considering the over-sized, heavy critical loads such as Power Packs, Mud Pumps, Draw-works, Sub bases and PCRs etc. and shall be the complete responsibility of the contractor.

14.0 All operations shall follow the safety norms etc. as prevailing in Oil Industry. Any unauthorized/illegal means of transport like pulling by agricultural tractor/trailers etc. are not permissible. The equipments deployed by the Contractor shall at all times be in good working condition meeting all statutory/safety norms as prevailing in Oil Industry and applicable statutory regulations.

15.0 Contractor has to provide supervisors at both ends, duly capable and acquainted with the loading/unloading/transportation of rig material & its accessories. It is desirable that the Drivers engaged by the Contractor for plying the vehicles should have valid mobile numbers so as to facilitate effective coordination during transit.

16.0 The contractor shall deploy his responsible & authorized representative(s) at the sites, with telephone/ mobile facility that should be available all the time for necessary coordination and liaison job, as required under the contract. An authorized representative of the Contractor must invariably report to OIL's representative, everyday for proper feedback and coordination.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

17.0 The contractor shall have sufficient and efficient manpower to undertake the task of loading, transportation and unloading including Crane operators, Truck/Trailer drivers, and skilled helpers etc.

18.0 In addition to cranes, trucks and tractor- trailers to be deployed by the contractor for rig transportation, if the contractor feels that any additional input is required for smooth functioning, then the contractor is free to do so but the cost of such additional input should be included in the amount quoted by the bidder in the price bid. No extra charge shall be payable by OIL in this regard.

19.0 For the purpose of loading, transportation and for recovery of his stuck up vehicles/equipments from slushy-terrains/accidents, contractor should arrange for the suitable transport equipments i.e Recovery Crane/Vehicle etc. at his own cost.

20.0 The Contractor shall be required to handle and transport the materials at his risk between loading point to unloading point/ stacking to de-stacking manner and collect the materials on due acknowledgement receipt at old site and due delivery at new site, as per delivery/convey note etc.

21.0 Before commencement of journey from the site to destination with load, the Contractor shall have to collect all papers including Delivery/Convey Note, Sale Tax Clearance (if applicable) etc. as applicable so that no hold ups are there on transit and caused delay or penalty for non-availabilities of related paper/documents. The contractor shall intimate OIL well in advance for the required documents to be provided by OIL as necessary for the transportation. However, clearance/permit/document, if required, from local authorities/administration etc. is to be obtained by the contractor. If any letter addressing to authority is required from OIL, the same shall be provided.

22.0 Contractor has to obtain Job completion certificate and “No damage / Discrepancy” certificate from OIL at the delivery point after unloading the items. This is required to be submitted along with bill.

23.0 The vehicle(s)/equipment deployed by the Contractor shall carry the materials directly from the collection point to the delivery point without any transshipment enroute (during the course of a journey) except under unavoidable circumstances such as in the case of accident and/or breakdown of the vehicle/equipment and/or seizure of vehicle(s)/equipment by the Police or by any other law enforcing agency and/or for any other unavoidable situation that may arise during transportation for any reason. All necessary arrangement, liaison, recovery of OIL’s materials and subsequent delivery at forward location is to be done by the contractor itself. No extra charges shall be payable by OIL in this regard for any transshipment/consequent handling/storage of the items etc. and it shall be responsibility of the Contractor to deliver the material in the designated forward location.

24.0 Before arranging for transportation, the Contractor would have to ensure that all items including the nuts, bolts and other fasteners/fixtures are properly packed/ boxed up and carried on to the new site. The Contractor must also ensure that no damage is sustained by the Rig or its accessories during loading, transportation and unloading.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

25.0 The items, if necessary, shall have to be boxed up for safe transportation and shall be done by the Contractor without any extra cost to OIL.

26.0 During transportation of critical loads like Power Packs, Mud Pumps, Draw-work, Sub bases and PCRs, the Contractor shall preferably provide escort at their own cost. No extra charges will be payable by OIL for the escort services.

27.0 During the transportation of the loads including the oversized loads, the contractor must ensure that:

- i) The load is placed uniformly on the Trailer and secured properly to the body.
- ii) A red flag must be provided during the daytime if the load extends over the rear/side of the Trailer. During the night, a red light should be displayed.
- iii) During transportation of critical loads like Power Packs, Mud Pumps, Draw-work, Sub bases and PCRs, the Contractor shall preferably provide escort with a pilot vehicle carrying a supervisor at their own cost. No extra charges will be payable by OIL for the escort services.
- iv) The contractor/supervisor must ensure that there is adequate clearance ahead for the loaded vehicle to pass safely, particular attention must be given for adequate clearance under electric transmission lines.
- v) At the time of transportation, contractor must ensure the proper lashing of the material on the trailers to avoid any slippage/ damage enroute.
- vi) Transportation of the material through narrow curves/steep gradients is to be done very carefully and the contractor has to ensure safe transportation without disturbing public transport / society in general. In case, if any support of roller brake down cranes/ special vehicle/ recovery vehicle/crane etc. is required, the contractor has to arrange for the same without any extra cost to OIL.

28.0 Contractor shall provide adequate quantity of heavy duty binding chains with turn buckles, hooks, tools & tackles, slings, stanchions, craw bars, D-shackles, stop blocks etc. as necessary for safe loading/unloading, racking & transportation of materials. The lifting tackles such as ropes, slings, chains, D-shackles etc. should be as per applicable Indian/ International standards. Company's engineer / Junior Engineer or any other representative shall have the power to reject any of these items, if found not suitable for use.

29.0 Maintenance of all the resources including vehicle(s)/equipment of the contractor is the complete responsibility of the Contractor. The Contractor, at all the time, shall maintain the units in perfect working condition for its rated capacity & designed efficiency, which is an essential obligation of the Contractor. All sorts of fuel, POL, lubricants etc. for operation shall be supplied by the Contractor. Considering the remoteness, it is desired that the Contractor keeps good stock of essential consumables/spares for general servicing & maintenance at site.

30.0 In order to maintain necessary operational efficiency, the Contractor is expected to possess light vehicles (Jeep, Pickup etc.) or any other transport arrangement for transportation of fuel, crew, expedients, maintenance staff or any other assistance required during execution of the work.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

31.0 If any damage to equipments near by installation / building takes place during transportation on the part of the contractor, the same shall be borne by the contractor at his cost.

32.0 The Driver/Operator of each vehicle(s)/Crane(s)/Tractor-Trailer(s)/Truck(s)/equipment shall possess valid applicable Driving Licences as per the statutory requirement.

33.0 The fleet of vehicles / Transport equipment which shall be used for the execution of this contract must have valid documents like Registration, Road Tax, Pollution, Fitness, Permits, Comprehensive Insurance etc. duly approved by appropriate Government Authorities and it shall be the Contractor's responsibility.

34.0 All equipments deployed by the Contractor should be fit in all respect for operation in accordance with applicable Act and Rules and the existing Laws as applicable from time to time. All equipments must have valid RTA documents i.e. valid Registration Book, Insurance Certificate, Fitness Certificate(s) Road Permit and Taxes, Levies paid up to date, during the currency of the Contract. The responsibility for any lapse in this regard shall be of the Contractor exclusively and OIL stands completely indemnified by the Contractor against such defaults. The equipments deployed by the Contractor shall at all times be in good working condition meeting all statutory/safety norms as prevailing in Oil field.

35.0 Brief Technical Specifications of Cranes to be deployed by the Contractor:

- i. Type of crane : Truck Mounted/All Terrain, fully slewing 360°.
Hydraulically Operated Mobile Cranes with Telescopic boom.
All crane operations shall be hydraulically operated.
Note: Lattice Boom Cranes, Track Mounted Cranes are not acceptable.
- ii. Year of Manufacture : The cranes deployed should be in good working condition.
However, desirably not earlier than the year 2010.
- iii. Load Capacity : Minimum 30MT capacity at 3 meters operating radius.
- iv. Type of boom : Telescopic Boom Length fully extended length desirably not less than 20 meters.
- v. Number of Cranes : Some of heavy/critical materials shall require two numbers of Cranes at a time simultaneously during loading/offloading. The contractor has to assess the same and select/deploy the Cranes accordingly to complete the work within the stipulated time frame.

Notes:

- a. 1 MT = 1000 KG
- b. Cranes must comply with all the RTO regulations/rules of the place where the crane shall be deployed.
- c. Safe working load (SWL) should be clearly displayed on the Crane boom.
- d. Contractor shall have the option to use lower capacity cranes for loading/offloading of low weight materials like Welding Set & similar items.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

36.0 The Contractor at their cost shall arrange insurance to cover all risks in respect of their or any third party's vehicles/logistics equipment, staff/crew members and any other materials deployed by the Contractor during the currency of the contract. Oil India Limited (OIL) shall have no responsibility or liability in this regard.

37.0 Contractor shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Contractor under this contract in respect of its personnel deputed under this contract as well as Contractor's equipment, tools and any other belongings of the Contractor or their personnel during the entire period of their engagement in connection with this contract. OIL will have no liability on this account.

38.0 The Contractor should at its sole risk and cost take adequate insurance cover for his equipment, material, tools and tackles, crew, staff and public liability insurance including civil strikes and riots or any natural calamity. All liabilities arising out of any risk / incidents/ accidents to the equipment and for the driver/helper/operator, public liability insurance etc. while working for OIL, will rest with the Contractor only.

39.0 The Contractor shall be responsible for making good, the loss if any, sustained by OIL as a result of the damage caused to its equipment/ property /material etc. during the course of handling. The assessment of damage will be done by OIL officers and will be binding on the Contractor.

40.0 The vehicles/equipment / material tools and Tackles etc. of the Contractor shall be parked / stored by the contractor at a convenient place at his own risk and cost. OIL does not undertake any responsibility / liability of providing any safe / secured parking / storage space whatsoever which shall have to be arranged by the contractor himself at his own risk & cost. However, the vehicle(s)/equipment/tools etc. may be allowed to be parked in company's locations subject to availability of space on free of cost upon request by the Contractor, but the same will be absolutely at the risk & liability of the Contractor. OIL shall have no responsibility in this regard. Moreover, the contractor undertakes to remove all his resources and/or any third party's resources deployed by the Contractor as and when advised by OIL without any delay.

41.0 Safe and secured transportation of the materials from old site to new site shall be the sole responsibility of the contractor. Any damage/ loss of the material shall be recovered from the contractor on market value basis.

42.0 The sole responsibility of loading, transporting, unloading, stacking of all the equipment / items as per list enclosed lies with the contractor.

43.0 The Supplier (Contractor) will be held responsible for any damage/loss that may be caused to the Company's materials during their handling by the tractor-trailer units/vehicle/equipment and will have to make good the damage/losses that might be incurred by the Company.

44.0 In case of any eventuality/accidents, recovery of vehicle(s)/equipment including OIL's materials, liaising with Police or any other authorities for any reason shall be the responsibility of the contractor.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

45.0 All the necessary clearance from local authorities is to be obtained by the contractor. If any letter addressing to authority is required from OIL, the same shall be provided.

46.0 If the vehicle(s)/equipment deployed by the Contractor is seized by the Police or any other law enforcing agency for any reason, while on Company's duty, it will be the responsibility of the contractor to deal with the matter including to make free of OIL's materials.

47.0 In addition to operation, maintenance and supply of fuel, POL, tools & tackles, tarpaulins etc. required during transportation, the Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their staff/crew member including but not limited to, to & fro transportation, en-route/ local boarding, lodging & medical attention, payment (if any) to the supervising staff/representative, etc. Oil India Limited (OIL) shall have no responsibility or liability in this regard.

48.0 OIL shall not be responsible under any circumstances for any claim/compensation that arises due to damages/injury to the Contractor's equipment, vehicle(s), property, operating crew, staff, etc.

49.0 It will be solely the Contractor's responsibility to fulfil all legal & statutory obligations/ formalities of Central / State governments as well as any other statutory bodies for successful execution and completion of the work.

50.0 It will be solely the Contractor's responsibility to arrange for Inner Line Permit etc. including any other legal & statutory obligations/ formalities of Central / State governments as well as other statutory bodies required for successful execution and completion of the work.

51.0 Contractor shall make own arrangement for boarding/lodging and day to day look after his crew/staff. OIL shall no way be held responsible for the same.

52.0 The Contractor shall be responsible for any losses/damages/thefts to the consignment while the same in the custody of Contractor for transportation. Timely lodging of FIR with Police or report to any other authority for theft, pilferage, damage, loss etc. shall be responsibility of the Contractor.

53.0 In case of failure of the Contractor to furnish documents/proof to evidence of delivery of the materials or if the documents furnished show any loss or damage to the materials, OIL shall prefer the claim on Contractor for losses suffered by OIL and worked out on basis of documents. The decision of OIL on defining of value of losses/damage shall be final and binding.

54.0 It will be the sole responsibility of the Contractor to make the payment of all the statutory / Government dues liable for the services to be provided by the Contractor to OIL against this contract in time. The responsibility for any lapse in this regard shall be that of the Contractor exclusively and OIL stands completely indemnified by the Contractor against such defaults.

55.0 The contractor shall have the responsibility for safe loading, transportation, unloading and stacking of all the materials. Any illegal means of transport/handling are not permissible.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

56.0 Considering the hilly narrow terrain of Mizoram, the Contractor shall ensure that during movement of the vehicle(s)/equipment on road, full attention is given to the general road traffic. At no point of time, there should be any obstruction to the general traffic during movement of the vehicle(s)/equipment.

57.0 It is to be noted that the vehicles/logistics equipment will be plying in hilly terrain of Mizoram having sharp turnings & steep gradients. As such, the vehicles/logistics equipment deployed by the contractor must be in good mechanical condition at all the time during the currency of the contract for safe transportation through those roads.

58.0 The vehicles/logistics equipment etc. deployed by the contractor may be inspected/tested by OIL as and when considered necessary by the OIL's Engineer for its operation. Such inspection/tests shall be carried entirely at Contractor's risk. Any vehicles/logistics equipment etc. found deficient or defective in any manner will not be allowed/accepted until such deficiency is completely rectified/replaced to the satisfaction of OIL.

59.0 Each & every vehicle(s)/equipment engaged under the contract agreement must be well maintained for safety of all concerned. Any vehicle(s)/equipment found to be not safe and not suitable shall not be allowed. Company's engineer / representative shall be the competent person to accept/reject such vehicle(s)/equipment.

60.0 The Contractor should produce / submit supporting RTA documents confirming the vintage and capacity of the Cranes, Tractor-trailers, Trucks etc. as & when asked by OIL.

61.0 Requisite first-aid kits, fire extinguisher etc. should be made available with each crane/equipment including in the sites by the Contractor in good functioning / useful condition at all the times. Any emergency vehicles especially for medical emergency for the contractor crews/staff should be made available in the sites by the Contractor as and when required.

62.0 All rig materials along with associated equipments and materials are to be boxed up, loaded, transported and offloaded with extra care and safety.

63.0 An undertaking of safety measures to be adopted has to be given before the commencement of the service agreement. The format for such declaration is available in Contracts Department of OIL.

64.0 The Supplier (Contractor) will have to engage skilled supervisory staff for necessary liaison etc. with Company's Engineer. The name of such persons should be notified in writing to the company. It will be entirely the responsibility of the Supplier/his Supervisor/representative to ensure strict adherence to all safety measures during execution of the work and safety of workers engaged by the contractor.

65.0 The supplier will ensure that all the crew members/staff engaged under this agreement regularly use personal protective equipment (PPE) as per requirement of the Oil Mines Act, 1952 and Oil Mines Regulations, 1984. It is the sole responsibility of the contractor to make available of the necessary PPEs to their crew members/staff engaged by them.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

66.0 All activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952 and any other applicable rules & regulations.

67.0 If the company arranges any safety briefing etc. for the crew members, the contractor will not have any objection to any such briefing.

68.0 Contractor's representative/supervisor will report every day to the concerned Company's engineer/representative of OIL with detailed daily progress and discussion for improvement in the work.

69.0 The contractor shall also ensure strict adherence to all statutory norms under various labour and other laws as applicable for the services rendered against the contract agreement.

70.0 Only adult persons are to be employed by the contractor. In no case, minor or adolescent workers will be allowed for working in oil field operations. The Company reserves the right to instruct the Contractor to remove & replace any Contractor's crew member/staff who in the opinion of the Company is not competent or not rendering the services faithfully or due to other reasons. Decision of Company's engineer / representative as to such competency & suitability of any member engaged by the Contractor shall be final and binding on the Contractor.

71.0 All crew members/staff while on duty must be in physically & mentally sound condition and shall not be under influence of intoxication of any type. All crew members/staff shall refrain from smoking or carry any inflammable substance at any Company's installations/locations. Any violation of this clause shall make the Contractor liable to pay to the Company the damages, if any, as per clause/clauses defined elsewhere in this contract document. All crew members/staff, as applicable, shall also comply with all the requirements as provided in the Indian Motor Vehicle Act and the Rules framed thereunder.

72.0 Any misbehavior to any persons of the Company by the contractor's men involved with this contract will be taken seriously. The contractor must replace such offender immediately on written advice from the Company. If there is any loss or damage caused to OIL's persons / property due to vandalism, same will be assessed by the Company and will be recovered from the pending bill or Security deposit or any other dues pending with the Company with intimation to the contractor. Depending on the severity of the offence, which again will be decided by the Company, the contract may be terminated without assigning any reason. This shall not attract the provision of Arbitration Clause.

73.0 The contractor and his staff including crew shall observe all rules for Entry / Exit at all places, Go-downs, sites etc. In connection with loading / unloading / transportation etc., any loss / damage due to any acts by above persons shall be made good from the contractor's pending bills. All persons shall work with diligence and in a workman-like manner effecting utmost economy for the Company.

74.0 The crews/staff engaged by the contractor should be of good character, disciplined and in good health. If the crews/staff engaged by the contractor indulge in theft or other unlawful activities, action will be taken as per the law of the land.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

75.0 The contractor at no stage will claim (lien) of the material they receive. The contractor shall only be the custodian in trust of the material for the purpose of safe custody, transportation etc. from the time of receipt to the time of ultimate delivery at the specified destination. OIL shall be sole owner of the materials at all stages.

76.0 The Contractor will be solely responsible for any consequences and claim(s) under the laws arising out of any accident caused by the equipment / property / personnel of the contractor. Contractor will also be responsible for any claim / compensation that arises due to damages / death / injuries sustained by any third party including life / permanent injuries etc. caused by his equipment's/trucks or trailers during transportation.

77.0 Transit Insurance:

OIL may arrange for transit insurance for the Rig materials & its accessories. This Insurance is for the exclusive benefit of the Company and shall not accrue to the benefit of the Contractor. The Contractor shall be responsible to issue Certificate of Facts pertaining to loss assessed by Surveyor / Competent Authorities to the Company within 7(Seven) days from the date of provisional claim forwarded to the Contractor for the purpose of lodging final claim on Insurance Company or any other party.

78.0 Payment terms:

78.1 The price accepted by the Contractor as set-out in Part-II(SOQ) hereof are inclusive of all expenses and such other similar charges as may be required including payment to his/her/their Operator(s), Driver(s), Crews and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The price stipulated in Part-II (SOQ) hereof shall be firm & final and no escalation whatsoever shall be admissible on any account.

78.2 The price quoted by bidder shall include all liabilities including statutory liabilities but excluding GST.

78.3 No extra charge shall be paid by OIL for oversized loads and the bidder should include the same in their quoted amount.

78.4 The contractor will be responsible and bear all the expenditure towards compliance of all statutory taxes / fees / premium etc. related to the services as envisaged in the contract. Any default in compliance of the same will be the responsibility of the contractor.

78.5 During Company's operation, if the Contractor incurs any expenditure in the form of Parking Charges, Toll Charges and Inter-state tax etc. the same will have to be solely borne by the Contractor.

78.6 OIL shall pay to the Contractor for the services, to be provided by the Contractor as per the Part-II (SOQ). The amounts payable, shall be firm during the entire contract period, including extension period, if any.

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

78.7 All Bill/Invoice along with relevant supporting documents shall be submitted in triplicate addressed to the General Manager-Logistics or as to be specified later on by OIL.

78.8 Bill/Invoice must be submitted within 15 (fifteen) days from the date of completion of the work envisaged under the provisions of this contract and cannot be accumulated with any other contract etc. Belated submission of Bill(s)/Invoice(s) may not be processed or may get lapsed.

78.9 Bill/Invoice with original supporting documents duly signed by the Contractor will be submitted after completion of the work envisaged under the provisions of this contract by the Contractor to OIL for approval and payment shall be processed within 30 working days from the date of receipt of invoice at the above office.

78.10 OIL shall within 30(thirty) working days of receipt of Bill/Invoice notify the Contractor for any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.

78.11 The contractor shall submit Bill/Invoice after completion of the work envisaged under the contract in one lot. No part payment shall be payable.

78.12 The original Bill/Invoice should accompany the following documents/details:

- a) Copy of valid GST registration certificate.
- b) Particulars required for making payments through Electronic Payment Mechanism.
- c) Mobile No. (Optional).
- d) E-mail ID.
- e) Record of 'Commencement of Services' under this contract.
- f) Copy of Delivery/Convey Note etc. against each load/item on due acknowledgement receipt at old site and due delivery at new site.
- g) Record of 'Completion of Services' under this contract.
- h) "No damage / Discrepancy Certificate" from OIL.
- i) Undertaking by the contractor regarding compliance of all statutes etc. as per Proforma-IV.
- j) Any other document specifically mentioned in the Contract.
- k) Any other document as may be required at the time of processing/payment.

<u>OIL INDIA LIMITED</u>	
<u>Proforma- IV (To be submitted with bill)</u>	
<u>Undertaking by the contractor regarding compliance of all statutes etc.</u>	
	Date: _____
Name of Contractor: _____	
Contract No.: _____	
Brief description of Services: _____	
Period of Services: From _____ To _____	
This is to certify that all statutory rules & regulations are complied by me/us during execution of the services under the aforementioned contract.	

PART – 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

It is also certifies that I/We have paid all Crews & any third party against use of their vehicles/equipment in accordance to the provisions of the relevant statutes/ gazette notification etc. governed by the same.

I/We indemnify Oil India Limited (OIL) in these regards.

Signature for & on behalf of Contractor: _____

Name: _____

Name of Contractor: _____

PART – 3
SECTION - IV

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES (SM)

Description of work/service: Hiring of Services for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials in complete from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram.

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. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person 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 all HSE laws by the sub or sub sub-contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and 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 work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
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 of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
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.

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

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

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

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

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

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

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

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

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

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

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

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

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

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

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

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

(Seal)

Yours Faithfully,
FOR & ON BEHALF OF CONTRACTOR

M/s_____

Date_____

GOODS AND SERVICES TAX

1.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

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

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

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

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

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

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

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

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

- 1.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 1.7.2 N/A.
- 1.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 1.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 1.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 1.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 1.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 1.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 1.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 1.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. **Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.**
- 1.16 **It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be**

correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

- 1.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/ taxes finally assessed is on the lower side.
- 1.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 1.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 1.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 1.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.
- Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.
- Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.
- Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.
- The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 1.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 1.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 1.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL

is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

1.26 **Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
 - b) Serial number of the invoice;
 - c) Date of issue;
 - d) Name, address and GSTIN or UIN, if registered of the recipient;
 - e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - f) HSN code of goods or Accounting Code of services[SAC];
 - g) Description of goods or services;
 - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
 - i) Total value of supply of goods or services or both;
 - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
 - k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
 - l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
 - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - n) Address of the delivery where the same is different from the place of supply and
 - o) Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

1.27 **Anti-profiteering clause**

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

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is

negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

FORMAT FOR BIDDER DETAILS
(To be filled up by the Bidder as applicable)

1. Name of the Bidder:
2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.) with details of owner/partner/director:
3. Registered Postal Address with PIN Code:
4. Telephone Number:
5. Mobile Number:
6. E-mail ID:
7. Fax Number:
8. PAN:
9. GST Registration No. (if available):
10. PF Code (if available):
11. ESI Code / Sub-Code (if available):
12. Contact Person:
13. Contact Number of the Contact Person:
14. Bank details of bidder:
Name of Bank, Branch Code & Address:
Account Type (Savings/Cash credit/Current etc.):
Account Number:
IFSC / RTGS Code of the Branch:
NEFT Code of the Bank:
15. Bid Security / EMD: Deposited vide Bank Guarantee: No. _____ date _____ of _____ /Online Payment Gateway.

The Bidder(s)/Contractor(s) shall submit the PAN, GST Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) from appropriate authority. In case, the Bidder does not possess GST Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder shall be required to submit the same later on as & when asked by OIL.

Yours faithfully,
FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

BID FORM

**TO,
OIL INDIA LIMITED,
DULIAJAN-786602
DIBRUGARH, ASSAM, INDIA**

**SUB: BID FORM.
E-TENDER NO.: CDT8378L19**

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference.

We undertake, if our Bid is accepted, to commence the work as per date mentioned in the work order.

If our Bid is accepted, we will provide PBG /Security Deposit of **10% of total contract value** for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 20____ .

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

STATEMENT OF NON-COMPLIANCE
E-TENDER NO.: CDT8378L19
(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above format is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

LETTER OF AUTHORITY

**TO,
THE CGM-CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM- 786602**

Sir,

SUB: LETTER OF AUTHORITY
E-TENDER NO.: CDT8378L19

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against above mentioned IFB for **Hiring of Services for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials in complete from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram.**

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

Note: This letter of authority shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

BANK GUARANTEE FORMAT FOR BID SECURITY

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of Hiring the Services of loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials in complete from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDT8378L19**.

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 suomoto; 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:
- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 150 days from the Bid Closing date.

Note: 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.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

ANNEXURE-F

STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the -----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 Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Witness _____
Address _____
Date
Place _____

Note: 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.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

ANNEXURE-G

FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<u>TO WHOM IT MAY CONCERN</u>		
This is to certify that the following financial positions extracted from the audited financial statements of..... (Name of the Bidder) for the last three (3) completed accounting years upto (as the case may be) are correct.		
YEAR	TURNOVER In INR (Rs.)	NET WORTH In INR (Rs.)
Place: Date: Seal: Membership Number and Firm Registration Number: Signature		

ANNEXURE-H

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank _____ Guarantee _____ No. _____

Dated _____

To,
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in _____ words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20____ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and
address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No._____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

OIL INDIA LIMITED (A Government of India Enterprise) Duliagian						PROFORMA A	
PTICE BIDDING FORMAT: E TENDER NO CDT8378L19							
BRIEF DESCRIPTION OF SERVICE:			Hiring of Services for loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials in complete from Location-8 (Thenzawl) to Loc-3 (Aibawk-1) in OIL's operational areas of Mizoram				
	NAME OF BIDDER						
	GSTN NO.						
	SAC/HSN CODE						
	SELECT THE BENEFIT SOUGHT UNDER THE POLICY (Use Drop Down List)						
Item Sl. No.	Description of Service For detailed description please refer Part 3 Section III, SCC	UoM	Quantity	Rate (to be quoted Excluding GST) (Rs)	Applicable GST rate in %	Total Amount Excluding GST (Rs)	Total Amount including GST (Rs)
			A	B	C	D=A x B	E=D+(D*C%)
10	Loading, transportation, offloading and stacking of Drilling Rig (E-2000) materials & its accessories as per "Special Condition of Contract" Part 3, Section III.	LSM	1			0.00	0.00
1.0 The above quoted price should be inclusive of all expenses and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crews and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts.							
2.0 Bidder must include all liabilities including statutory liabilities but excluding GST in their quoted rates. 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. Any input credit benefit received by the party must be passed on to OIL							
3.0 Bidders are required to quote only in the blank cells (Column B and C) of the above table.							
4.0 Bidders should also mention the SERVICE ACCOUNTING CODE (SAC) in the designated place of the above table.							

OIL INDIA LIMITED

PROFORMA -
B(PP-LC)

CALCULATION OF LOCAL CONTENT-SERVICES : E-TENDER CDT8378L19

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE				Cost Summary				
				Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LOCAL CONTENT	
							%	Rs./Foreign Currency (To be specified by the service provider)
				a	b	c=a+b	d = a/c	e = c x d
A	I	Cost component Material used cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	II	Personnel & Consultant cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	IV	Total cost (I to III)	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
B		Taxes and Duties	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
C		Total quoted price	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. c)} - \text{Total imported component cost (A. IV .b)}}{\text{Total Cost (A. IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV a)}}{\text{Total cost (A. IV. c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

CHECKLIST FOR BEC/BRC

Sl. No	Clause No. under Part-2 (BEC/BR C) of the Tender Document	DESCRIPTION	Bidders Remarks Complied/Not Complied/Deviation	Bidders to indicate relevant Page No. of their bid to support the remarks/compliance
1	1.0	<p><u>BID EVALUATION CRITERIA (BEC):</u></p> <p>The bid shall conform generally to the scope of work and terms & conditions given in this bid document. Bids shall be rejected in case the equipment and services offered do not conform to required parameters stipulated in the scope of work. Notwithstanding the general conformity of the bids to the stipulated terms of reference, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p>		
1.2 FINANCIAL CRITERIA:				
2	1.2.1	The bidder shall have an annual financial turnover of minimum Rs. 16.00 lakhs (Rupees Sixteen Lakhs Only) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.		
3	1.2.2	Net worth of bidder must be positive for preceding financial/accounting year.		
4		<p>a) For proof of Annual Turnover & Net worth (ref. clause 1.2 above) any one of the following document must be submitted along with the bid:</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE G.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months</p>		

		reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year.....has actually not been audited so far'		
		c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.		
5	1.2.3	In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.		
6	1.3	<u>COMMERCIAL:</u>		
7	1.3.1	Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.		
8	1.3.2	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.		
9	1.3.3	Price Bids will be evaluated on overall lowest cost basis i.e. considering total quoted price for all items of SOQ inclusive of all liabilities as per Price Bid Format. The bidder with the lowest quoted total bid price will be considered as L1 (Lowest evaluated		

		bidder).Similarly, the other bidders will be ranked as L2, L3 etc. based on their total quoted bid price in the Price Bidding Format.		
10	1.3.4	Comparison of the responsive bids will be made subject to loading for deviation, if any. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT		
11	1.3.5	Any bid offering part services will not be considered for evaluation.		
12	1.3.6	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.		
13	1.3.7	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.		
14	1.3.8	<p><u>PURCHASE PREFERENCE CLAUSE for MSME:</u></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.</p> <p>(d) Documentation required to be submitted by MSEs: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or</p>		

		Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.		
15	1.3.9	<p><u>PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP - LC)</u></p> <p>Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-contentpp-lc-all-psus).</p> <p>Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at Clause No. 27.0 of Part-1 (ITB) and shall have to submit all undertakings / documents applicable for this policy”.</p>		
16	2.0	<u>BID REJECTION CRITERIA (BRC):</u>		
	2.1	The bids are to be submitted in Single Stage Composite Bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.		
17	2.2	<p>Bid security shall be furnished as a part of Un Priced Techno Commercial Bid. Bid security must be submitted in a manner mentioned in this Tender. Bid security amount in any other mode/manner will not be acceptable. Any bid not accompanied by a proper bid security will be rejected. In case of Bank Guarantee, original of the same has to be submitted by the Bidder in the Office of CGM (Contracts) before 12:45 Hour (IST) of the Bid Closing date; otherwise the Bid (offer) will be rejected.</p> <p><u>Any Bid accompanied by bid security with (i) validity shorter than 150 days from the date of original bid closing (in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.</u></p>		

		Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of original Bid Closing.		
18	2.3	The quoted rates by the bidder(s) must be kept firm during the performance of the contract and not subject to variation on any account. Any bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.		
19	2.4	Any bid received by the company after the deadline for submission of bids prescribed by the company will be rejected.		
20	2.5	Offers received in any form other than through OIL's e-Portal will not be accepted. Bidders have to submit their offer in Single Stage Composite Bid System as described in this tender document, otherwise the offer will be rejected.		
21	2.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.		
22	2.7	The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.		
23	2.8	The bidders are required to quote for all the items as given in the Bid Evaluation Criteria failing which, the bid will be rejected.		
24	2.9	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Offers made by Bidders to whom bid is not issued will be rejected.		
25	2.10	Bid received with validity of offer less than 90 (Ninety) days from the date of Bid Opening will be rejected.		
26	2.11	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.		

27	2.12	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under “ Notes and Attachments ” tab in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-Priced Techno-Commercial Bid as per tender requirement under “ Technical Attachments ” Tab Page only.		
28	2.13	<p>Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be rejected:</p> <ul style="list-style-type: none"> (xv) Firm price (xvi) EMD / Bid Bond (xvii) Scope of work (xviii) Specifications (xix) Price Schedule (xx) Delivery / Completion Schedule (xxi) Period of Validity of Bid (xxii) Liquidated Damages (xxiii) Performance Bank Guarantee / Security deposit (xxiv) Guarantee of material / work (xxv) Arbitration / Resolution of Dispute (xxvi) Force Majeure (xxvii) Applicable Laws (xxviii) Integrity Pact 		
	3.0	GENERAL		
29		<p>3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.</p> <p>3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial</p>		

		<p>responsiveness of the offer.</p> <p>3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.</p> <p>3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC& Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p>3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p>3.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>		
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