



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लोकान, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durlukan, Assam

Rajasthan Project
2-A, District Shopping Centre
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone: 0291-2729466
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FORWARDING LETTER

e-Tender No. : CJI7072L18

Bid Closing Date and Time : 09.03.2018 : 11:00 IST

Technical Bid Opening Date and Time : 09.03.2018 : 15:00 IST

Dear Sirs / Madam,

Sub : Hiring of Services of Ex-Servicemen (60 nos.) from DGR approved agencies for deployment in various installations/offices of Rajasthan Project, Oil India Limited in Rajasthan for a period of 04 (four) years.

1.0 Oil India Limited (OIL), A Govt. of India Enterprise, invites ON-LINE competitive Bids through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal> under **SINGLE STAGE TWO BID SYSTEM** for hiring of Services of Ex-Servicemen from DGR approved agencies for deployment in various installations/offices of Oil India Limited in Rajasthan for the Schedule of Works (SECTION-II) and as per Terms & Conditions detailed in the Draft Agreement enclosed as SECTION-I (Conditions of Agreement), SECTION-III (Schedule of Rates/Payment) and PART-IV (Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC)).

2.0 **PREPARATION & SUBMISSION OF BIDS:**

2.1. The bid should be prepared under **SINGLE STAGE TWO BID SYSTEM**. Only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

2.2. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical Attachments tab under Rfx Information only. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFX Response. **Offers with Prices declared in “TECHNO-COMMERCIAL UNPRICED BID” shall be rejected straightaway.**

2.3. Rates/Prices must be quoted/maintained in the “Notes and Attachments” tab only as per the price bid format of the tender. OIL will consider the rates/prices quoted in the “Notes and Attachments” tab only.

3.0 **ONLINE SUBMISSION:**

- 3.1. The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of DGM (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 3.2. The Rates/Prices along with commercial terms and conditions should be uploaded as per the Price-Bid format available under “Notes and Attachments” tab. All other techno-commercial documents other than the cost details to be submitted with un-priced bid as per tender requirement placed in the “un-priced” bid folder.
- 3.3. OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oil-india.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with 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. The bid signed using other than “Class 3” digital certificate without organization name, will be liable for rejection.

- 3.4. The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 3.5. The Tender is invited under SINGLE STAGE TWO -BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the Price Bid Format (SECTION-III).
- 3.6. Bidder should ensure that Technical Bid is uploaded in the Technical Attachments tab under Rfx Information only. Please go through the help document provided in OIL’s e-Portal in details before uploading the document. Please note that no price details should be uploaded in Technical RFX Response. **Offers with Prices declared in “TECHNO-COMMERCIAL UNPRICED BID” shall be rejected straightaway**
- 3.7. Rates/Prices should be uploaded in the “Notes and Attachments” tab only as per the price bid format of the tender. OIL will consider the rates/prices quoted in the “Notes and Attachments” tab only.

3.8. Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. **The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance.** However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to DGM (M & C), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) Other documents required to be submitted in original as per tender requirement, if any.
- (ii) Power of Attorney for signing the bid

3.9. Bidders are to quote the rates in SECTION-III (Schedule of Rates/Payment) and digitally sign all the pages of the bid (SECTION-I, II, III, IV) as token of acceptance of the terms & conditions of the contract, in the event of award of contract on them.

3.10. OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the help documents on OIL's e-tender portal before uploading their bid. Please also refer E-Tender User Manual for uploading of bid on OIL's e-tender portal.

4.0 **BID SECURITY:**

4.1. Bid security is not applicable for DGR sponsored ESM.

5.0 **DEADLINES FOR SUBMISSION OF BIDS:**

5.1. No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

6.0 **EXTENSION OF BID SUBMISSION DATE/TIME:**

Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

7.0 **FORMAT OF BID SUBMISSION:**

7.1. Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in the tender document.

7.2. The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

7.3. Any bid received in the form of Telex / Cable /Fax /E-mail / Telephone call will not be accepted. Any Bid received after the deadline for submission of bids prescribed by the Company shall be out-rightly rejected.

8.0 **LATE BIDS:**

- 8.1. Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

9.0 **MODIFICATION AND WITHDRAWAL OF BIDS :**

- 9.1. The bidder can modify/withdraw their bid anytime before the scheduled bid closing date and time without forfeiting their Bid Security.
- 9.2. Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

10.0 **BID OPENING AND EVALUATION:**

The Bids will be opened on the Bid Closing Date and time mentioned in the Forwarding Letter in presence of duly authorized representatives of the bidders in the Office of DGM (M&C), Oil India Limited, Rajasthan Project, 2-A District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005. However, the bidder's representative must produce an authorization letter from the bidder at the time of opening of bids. Unless the authorization letter is presented, the representative will not be allowed to attend the opening of bids. Only one representative against each bid will be allowed to attend.

11.0 **VALIDITY OF BID:**

Bids should be valid for acceptance for a minimum period of 90 days from the Bid Closing date. Bids without this minimum validity period will be summarily rejected.

12.0 **EXTENSION OF BID VALIDITY:**

The tender shall be finalized within the original bid validity. The validity extension shall be avoided; only in exceptional circumstances, the validity extension may be sought. In response to a request for validity extension, a bidder may extend the validity on the same terms, conditions and prices. A bidder has option not to extend the bid validity, if he so desires, without forfeiting the bid security.

13.0 **OTHER CONDITIONS:**

- 13.1. Any dispute arising out of this Tender will be subject to the jurisdiction of the court at Jodhpur.
- 13.2. Oil India Limited (OIL) reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be final.
- 13.3. If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price

and the quantity, the unit price will prevail and the total price should be corrected accordingly. If there is discrepancy between word and figures, the amount in words will prevail.

- 13.4. Oil India Limited (OIL) reserves the right to accept or reject all bids and to annul the bidding process 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 or bidders of the grounds for Company's action.
- 13.5. The Integrity Pact is applicable against this Tender. OIL shall be entering into an Integrity Pact with the Bidders as per Integrity Pact format uploaded along with the Tender Document. This Integrity Pact proforma (Annexure-C) has been digitally signed by OIL's competent signatory. The proforma has to be digitally signed and uploaded by the Bidder (along with their Bid) by the same signatory who signed the bid i.e., who is authorized to sign the bid. The name of the OIL's Independent External Monitor at present are as under:
 1. SHRI RAJIV MATHUR, IPS (Retd.),
 2. SHRI SATYANANDA MISHRA, IAS(Retd.)
 3. SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVCThe email ids are furnished in OIL's website, www.oil-india.com
- 13.6. In case bidder withdraws its bid within the bid validity period, the party will be debarred as per the "Guidelines for Banning business Dealings".
- 13.7. If it is found during the evaluation of the tender that a Bidder has furnished fraudulent document/information, the party debarred as per the "Guidelines for Banning business Dealings"
- 13.8. 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.
- 13.9. No physical Bid documents will be issued. The details of IFB can be viewed using "Login-ID" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com . The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com
- 13.10. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.
- 13.11. 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 bidders risk and may result in the rejection of its offer without seeking any clarifications.
- 13.12. The Compliance statement must be filled up by bidders and to be submitted along with their bids (Proforma-I). Exception/deviation, if any, must be declared as per format of Proforma-I. In case Bidder takes exception/deviation to any clause of Tender Document not covered under BEC/BRC, then the Company shall exercise its discretion to load or reject the offer on account of such exception/deviation if the

Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

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

(Bhavik Mody)
MANAGER (M&C)
FOR DGM (M&C)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "Company" or "OIL" means Oil India Limited;
- (d) "Contractor" means the Contractor performing the work under this Contract.
- (e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (f) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications.
- (h) "Company's items" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.
- (i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.
- (j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (k) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 hrs.
- (l) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.
- (m) "Site" means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- (n) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or

wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

(o) “Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

(p) “Affiliate” means any Person which Controls, or is Controlled by, or under common Control with a Party; “Control” in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise.

(q) “Co-venturers” shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 EFFECTIVE DATE OF CONTRACT : The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 MOBILISATION/De-MOBILISATION TIME OF THE CONTRACT: The first mobilization of personnel should be completed by Contractor within **15 days** from the date of Letter of Award (LOA) from the Company. Mobilization shall be deemed to be completed when Contractor’s manpower is placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company’s authorized representative. Failure to deploy personnel in the specified locations within stipulated time will attract liquidated damages. On receipt of de-mobilization notice from company upon completion of job, the personnel shall be de-mobilized from the site.

2.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the mobilization is completed in all respects will be treated as date of Commencement of Contract.

2.4 DURATION OF CONTRACT: The contract shall be valid for a period of four (04) years from the Date of Commencement of the Contract.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR : Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Scope of Work (Section-II) in most economic and cost effective way.

3.2 Except as otherwise provided in the Scope of Work and the Special Conditions of the Contract, provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement.

5.3 Contractor shall comply to all terms and conditions w.r.t. the Scope of Work of the Contract.

6.0 WARRANTY AND REMEDY OF DEFECTS

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency and in conformity with all specifications and standards referred to in the Scope of Work. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract or till the manpower is demobilized from site that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. In case of failure in the part of the service provider to tender the service at any time, the Company reserves the right to obtain the services from any other agency at Service Provider's risk and cost. The difference of higher costs, if any, will be recovered from the service provider's outstanding bills or his/her security deposit.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

7.5 However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;

ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;

iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 TAXES:

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All statutory taxes and levies other than GST on services rendered by Contractor shall be borne by the Contractor.

8.8 Goods and Services Tax (GST): The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Bidder should take note of the following while submitting their offer in GST regime.

GOODS AND SERVICES TAX :

1. "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.

2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in

case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

3. 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 (Oil India Limited)/Client. 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 / Client shall not be liable to make any payment on account of GST against such invoice.

4. 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.

5. GST payable under reverse charge 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/Client.

6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client 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/client or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL/client, then OIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/Client to Contractor / Supplier.

7. The Supplier/Contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

8. 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 / Client for reasons attributable to Contractor / Vendor, OIL / client 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 / client 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 / Project Owner.

9. 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.

10. 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.

11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s).

12. 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.

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

14. Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

15. 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 Owner/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 SAC of services;
- 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 inter-state 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 **TRIPPLICATE 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. 15. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

16. 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, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

8.9 Oil India Ltd., Rajasthan Project's GST provisional ID No. : 08AAACO2352C1ZX

9.0 INSURANCE:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel & materials belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract as per Scope of Work and Schedule of Rates.

9.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.3 Contractor shall furnish to Company invoices/bills for EDLI deposits, ESI deposits for manpower deployed for release of requisite payment from the Company.

10.0 CHANGES:

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section III). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE :

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable 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.

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen(15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen(15) days force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

12.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

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

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

12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

12.6 TERMINATION DUE TO NON-AVAILABILITY OF PERSONNEL: If at any time during the term of this Contract, Contractor is unable to mobilize the manpower within stipulated time period, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of

such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.

12.8 CONSEQUENCES OF TERMINATION:

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

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

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

1. 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.

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

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

3. 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.

4. 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.

5. 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.

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

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

8. 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.

9. 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.

10. 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.

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

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

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

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

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

14.0 NOTICES:

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

a) **Company**

OIL INDIA LIMITED
2- A, DISTRICT SHOPPING CENTRE
SARASWATI NAGAR, BASNI,
JODHPUR-342005, RAJASTHAN
Fax No. 0291- 2727050

b) **Contractor**

Fax No. :

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15.0 SUBCONTRACTING/ASSIGNMENT:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(ies).

16.0 MISCELLANEOUS PROVISIONS:

16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

16.3 Deployment of personnel and replacement of personnel shall be strictly as per the Scope of Work of the Contract.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

17.1 The service provider shall mobilize the manpower within 15 days of receipt of LOA failing which liquidated damages @ 0.5% per week of contract value subject to maximum of 7.5% of the total contract value.

17.2 The service provider shall commence the supply of regular and continuous service at all places with required number of ex-servicemen as per this agreement on due date specified in the work order to be issued by DGM (A&ER). The service provider shall supply and maintain the regular trouble free and proper service every day throughout the period as specified in the agreement and/or advised. Failure to commence the services or deployment

of servicemen in the specified locations will attract liquidated damages @ of daily basic pay of the ex-service men subject to maximum of 7.5% of the total contract value.

18.0 PERFORMANCE SECURITY:

Within two weeks of issue of Notification of Award of the Agreement, the successful bidder shall furnish Performance Security to the Company in the form of Demand Draft or Bank Guarantee from a scheduled Bank located in India and as per format provided in **Annexure-B** of the Bid document. **The amount of Performance Security shall be 10% of annualized contract value.** A Performance Bank Guarantee should be so endorsed that it can be invoked at the issuing Bank's branch located in Jodhpur (Rajasthan). The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from Contractor's failure to complete his/her obligations under the Agreement. The Performance Security shall be valid till 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any).

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's officer will be associated with the work throughout the contract. The Contractor shall execute the work with professional competence and in an efficient and workman like manner.

20.0 LABOUR: The recruitment of the manpower shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from DGR. The facilities to be given to the manpower should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors or its Affiliates or Coventurers shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

22.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

23.0 INDEMNITY AGREEMENT:

23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of 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 contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company'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 contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

24.0 INDEMNITY APPLICATION: The indemnities given herein above, whether given by Company or 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.

24.1 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 55 (fifty five) years age also shall not be deployed.

25.0 ENTIRE CONTRACT: This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

26.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed. The Contractor shall keep an authentic, accurate history and logs including attendance records, in/out records, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives.

27.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

27.1 Payment shall be made on per day per personnel basis against invoice/bills submitted by the contractor at the end of each month. The payment shall be released within 30 days from the date of receipt of undisputed bills after adjusting liquidated damages or any other deductions as per the provision of the Contract. Taxes will be deducted at source as per existing Act, wherever applicable.

27.2 MANNER OF PAYMENT: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

28.0 APPLICABLE LAW:

28.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Jodhpur, Rajasthan.

28.2 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 authorities for conducting operations under the Contract:

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 2017
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The Rajasthan Tax Act
- l) GST Act
- m) HSE Guidelines
- n) Insurance Act.
- o) Income Tax Act.

29.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

30.0 SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).

31.0 WITHHOLDING: Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.

- c) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- d) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- e) Damage to another Contractor of Company.
- f) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- g) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

32.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

33.0 GENERAL HSE GUIDELINES: For General guidelines with respect to Health, Safety and Environmental aspects Annexure – A to be referred.

34.0 INTEGRITY PACT: The Integrity Pact is applicable against this Tender. OIL shall be entering into an Integrity Pact with the Bidders as per Integrity Pact format uploaded along with the Tender Document. This Integrity Pact proforma (Annexure-C) has been digitally signed by OIL's competent signatory. The proforma has to be digitally signed and uploaded by the Bidder (along with their Bid) by the same signatory who signed the bid i.e., who is authorized to sign the bid. The name of the OIL's Independent External Monitor at present are as under:

- 1. SHRI RAJIV MATHUR, IPS (Retd.), (rajivmathur23@gmail.com)
- 2. SHRI SATYANANDA MISHRA, IAS (Retd.) (satyanandamishra@hotmail.com)
- 3. SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC (jagmohan.garg@gmail.com)

SECTION – II

SCOPE OF WORK

- 1.0 Bidders must be a registered firm/society sponsored by Directorate General of Resettlement (DGR) for providing Services of Ex-Service Men (ESM) to various organizations. The bidder must have a local/liaison office at Jodhpur. Apart from this, the firm/society should also possess following licenses issued by the relevant statutory authorities.
 - a. Registration Certificate of the firm/society.
 - b. Certificate of Registration of PF/EDLI/ ESI
 - c. Certificate of Registration of Goods & Service Tax (GST).
 - d. License/acknowledgment for operation in Rajasthan under PSARA Act
- 2.0 The bidder shall be a Regd. Society with Directorate General of Resettlement (DGR) and with their branch office at Jodhpur. In case bidder does not have any branch office in Jodhpur, the bidder has to submit declaration to establish the same before signing of agreement. The Bidder must have License/acknowledgment for operation in Rajasthan under PSARA Act. However, in case the bidder security agency does not have the license for operation in Rajasthan under PSARA Act on the day of bidding, they will have to submit an undertaking that the agency will obtain and submit the license/acknowledgment prior to signing of contract. Documentary evidences/credentials in support of valid Registration, license under PSARA Act and fulfilling other statutory requirements as spelt out in the bid document must be submitted along with bid.
- 3.0 A copy each of valid registration certificate as above to be submitted in support of their Bids, failing which the offer will be rejected. However, in case the bidder security agency does not have the license for operation in Rajasthan under PSARA Act on the day of bidding, they will have to submit an undertaking that the agency will obtain and submit the license/acknowledgment prior to signing of contract.
- 4.0 Bidder(s) must also furnish the followings.
 - (i) NAME OF FIRM
 - (ii) DETAIL POSTAL ADDRESS
 - (iii) TELEPHONE NO.
 - (iv) MOBILE NO.
 - (v) E-MAIL
 - (vi) FAX NO.
 - (vii) CONTACT PERSON
 - (viii) CONTACT PERSON'S CONTACT NO.
 - (ix) PAN NO. (Attested copy required)
 - (x) BANK ACCOUNT NO.
 - (xi) BANK ACCOUNT TYPE.
 - (xii) BANK NAME
 - (xiii) BANK ADDRESS
 - (xiv) GOODS & SERVICE TAX REGD.NO. (Attested copy required)
 - (xv) P.F. CODE NO. (Attested copy required) OR A declaration by the applicant that provisions of Provident Fund Act is not applicable to them.

In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

- 5.0 The successful bidder(s) will have to deploy requisite number of Ex-Service Men (ESM) (Maximum 60) with three supervisors on advice from OIL, as and when required basis and the payment shall be made by the Company strictly as per actual deployment. The supervisors should be available on mobile throughout the day and night and will be responsible for continuous monitoring of the security staffs. The supervisors will prepare the duty roster as per the advice of representative of Administration Department and will collect attendance on monthly basis from all the posts duly verified by the concerned officer and submit the same to the representative of Administration Department on 1st of next month.
- 6.0 The successful bidder is required to provide Ex-Service Men (ESM) along with their Fitness Certificates by Authorized Govt. Medical Practitioner and these men must possess good physical health and sound mental conditions & character. The personnel to be deployed must be well versed in safety and security aspects and should be capable of reading and writing at least in Hindi. All the Ex-Servicemen should be less than 55 Years of age.
- 7.0 Successful bidder shall produce following documents at the time of signing of agreement:
- a) Signed copy of the original sponsorship letter
 - b) Original copy of the empanelment certificate (with photograph and signature of proprietor/Directors)
 - c) PSARA Ack./License for Operation in the state of Rajasthan
- 8.0 As per the Company's existing set up, Ex-Service Men are being deployed at installations/premises located at (a) Jodhpur (b) Tanot Village in Jaisalmer district (c) Hamira Stores Complex in Jaisalmer district (d) Baghewala Heavy Oil Project and Well Head Set-ups near Bikampur in Jaisalmer district. The successful bidder will have to maintain the existing set up, and also to deploy additional personnel as may be called for by the Company to strengthen the present installations or to cover any forthcoming installations in Rajasthan during the currency of the contract. Likewise, any of these existing set up may also cease to exist, as and when decided by the Company.
- 9.0 The Security Guards are required to safeguard and protect Men, Machinery, Materials and Property of the Company at its respective locations. They shall check all incoming bonafide employees to ensure that no unauthorized person manages to enter the Company premises. They will also check all incoming vehicles at any time to ensure no material of any nature is brought in or taken out of the Company's premises without proper records/documents. They will ensure that no materials of suspicious nature i.e., fire arms, ammunitions or explosive is brought in to the Company's premises or working place without permission. Proper IN/OUT Register will be maintained at the Gate by the Security Guards and shall be produced for verification by the Company's Security-In-Charge from time to time.
- 10.0 The Ex-Service Men are required to be deployed in three shifts (8 hourly) single basis on all seven days of the week throughout the contractual period including Sundays and Holidays as per the Company's requirement. However, in case of emergency/exigency, shift hours may be changed from 8 hours to 12 Hours.
- 11.0 Every Ex-Service Man (ESM) will be entitled for one paid OFF after completion of 48 hours (8 Hrs X 6 consecutive days) of normal duty. In case of exigent situation, if it will not be possible to provide one OFF to the individual Ex-Service Man (ESM), he

will be entitled for one day compensatory OFF in lieu. Under such situation, suitable replacement must be provided by the Service Provider on advice from the Company Representative.

- 12.0 The Ex-Service Men (ESM) will be entitled for three (3) National Holidays (26th January, 15th August and 2nd October) and two gazetted holidays in a calendar year. However, if situation so arises, they will have to perform duty on National Holidays also and the Company will make payment in compensation for such work at the entitled rates on pro-rata basis.
- 13.0 The Service Provider will provide suitable replacement towards absenteeism etc. to ensure full staff strength at all time.
- 14.0 Any of the ESM deployed by the Service Provider whose work or conduct is found unsatisfactory to the Company, shall be replaced immediately. Also before engagement of Ex-service Men for duties under this contract, the Service Provider needs to take clearance from the Company's authorized representative. The decision of the authorized Company Officer in this regard will be final and binding on the Service Provider.
- 15.0 The Ex-Service Men (ESM) to be deployed by the Service Provider shall be on the roll of service provider's firm/agency and they will not have any right to claim employment from the Company on any ground whatsoever.
- 16.0 The Service Provider undertakes to comply with and discharge all obligations/liabilities under various Labour Laws like Employee's Compensation Act/Employee's Provident Fund & Misc. Provision Act, 1952/Contract Labour (Regulation and Abolition) Act, 1970/Employees' State Insurance Act, 1948/ Minimum Wages Act /The Payment Of Bonus Act, 1965 etc. or modifications/amendments thereof. The Service Provider will keep the Company indemnified from consequences of violation of applicable laws, if any. All statutory compliances have to be documented and submitted to the Company.
- 17.0 The security and safety standing orders, if any, laid down by the Management of the Company will be strictly followed by the Ex-Service Men (ESM) deployed under this agreement.
- 18.0 The personnel to be deployed must be well versed with raising alarms, fire fighting and maintenance of proper records etc.
- 19.0 The Service Provider shall be responsible to keep his security personnel remain presentable as required as per standards of services undertaken by them. The service provider shall also provide water to the security personnel (posted at far flung areas like Baghewala, Punam ki Dhani etc.) for their daily use and one search light with required consumables at their own cost.
- 20.0 The Service Provider shall mobilize their personnel as necessary at short notice to undertake the assigned jobs at any time of the day or night. Service provider shall not change the security personnel without informing the concern authority. Replacement of security guards should be provided immediately in case of leave or absenteeism. However, in case of sickness, contractor has to deploy a replacement within 2 days failing which a penalty of Rs. 500 per person per day will be deducted from the monthly bill.

- 21.0 **Liquidated Damage:** The service provider shall commence the supply of regular and continuous service at all places with required no of ex-servicemen as per this agreement on due date specified in the work order to be issued by Head (A&ER). The service provider shall supply and maintain the regular trouble free and proper service every day throughout the period as specified in the agreement and/or advised. Failure to commence the services or deployment of servicemen in the specified locations will attract liquidated damages @ of daily basic pay of the ex-service men subject to maximum of 7.5% of the total contract value.
- 22.0 The service provider shall provide competent ex-service men in most efficient and workmen like manner under his/her supervision. In case of failure in the part of the service provider to tender the service at any time, the Company reserves the right to obtain the services from any other agency at Service Provider's risk and cost. The difference of higher costs, if any, will be recovered from the service provider's outstanding bills or his/her security deposit.
- 23.0 The Service Provider is to abide by all safety regulations and fully indemnify the Company against any injury/loss of life of their personnel during execution of the agreement. The Company shall not be liable for any claim whatsoever on any such account
- 24.0 All service personnel to be deployed against this agreement must have proper Identity Cards with photographs duly attested by the Company's authorized Official. All service personnel should wear their uniform, failing which a penalty of Rs. 100.00 per person per day will be deducted.
- 25.0 In the event of force majeure situation, both parties will be entitled to terminate the contract. Notwithstanding force majeure situation, the Company also reserves the right to terminate the agreement at any time by giving 15 days written notice to the Service Provider.
- 26.0 Subsequent to opening of bids, if there is a change in or enactment of any Indian law, which results in additional cost or reduction under the contract to the Service Provider, such additional cost or reduction in cost shall be reimbursed/recovered by the Company, as the case may be.
- 27.0 The successful bidder shall make payment to the Ex-Service Men (ESM) by A/C Payee Cheques. On submission of proof of payment to the Ex-Service Men (ESM) to their respective accounts, the payment for the subsequent month will be released by the Company to the Service Provider.
- 28.0 The Service Provider, along with their bills/invoice of every month shall submit receipts towards PF deposited ESIC deposit and EDLI deposit against the services provided during the previous month.
- 29.0 Any Ex-servicemen will not be deployed by the successful bidder on OIL's jobs on the following grounds:
- a) On attaining the superannuation age.
 - b) If the person is found medically unfit
 - c) If the person is found guilty on disciplinary ground.

(End of Section-II)

SECTION - III

SCHEDULE OF RATES / PAYMENT

- 1.0 The service provider will receive a fixed/flat monthly remuneration/handling charge/service commission towards full and proper performance of their contractual obligations. This handling charge/service commission will be paid by Company to the Service Provider over and above the monthly payment of the service personnel.
- 2.0 Payment shall be made on per day per personnel basis against invoice/bills submitted by the contractor in triplicate to DGM (A&ER) of OIL (RP) at Jodhpur on 1st of succeeding month. The payment shall be released within 30 days from the date of receipt of undisputed bills after adjusting liquidated damages or any other deductions as per provision of the contract. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 3.0 The bidders are required to quote their service charges as under:

Sl. No.	Description of Service	Unit	Rate in %	SAC code	GST Rate in %
1	Service Charges for providing of Ex-Servicemen for deployment in various installations/offices of Oil India Limited for security Services for a period of four (4) years	Percent age			

- 4.0 Bidders are requested to quote their rates (in percentage only) towards Contractor Service Charges i.e. percentage of total wage component mentioned under Sl. No. 01 to Sl. No. 10 of the applicable rates for Security Guards and Supervisor as specified under para 10.0 below. The bids will be evaluated on the basis of overall ranking based on the contractor's service charges.
- 5.0 The Service Charges to be quoted by the bidders should not be less than 5% or more than 14% of the total of wage components for Security guards & Supervisor.
- 6.0 Service provider will deposit Provident Fund against his own PF account and the employer's contribution will be reimbursed against submission of valid documentary proof with next month's invoice. Any other administrative charges will be borne by service provider.
- 7.0 Bidders should note that payment against the contract will be made by e-payment mode only. Therefore, the bidders must furnish the following along with their bids:
- a) Beneficiary's name,
 - b) Bank Account Title
 - c) Bank Account No.,
 - d) Bank Name, Bank Branch,
 - e) Bank Branch Code
 - f) IFSC Code
 - g) MICR Code
 - h) Bank Address

- i) Copy of PAN Card
- j) Cancelled Cheque
- k) Copy of the latest Bank Statement

- 8.0 The quoted price/rates in the bid must be written clearly both in figures & words.
- 9.0 The quoted price/rate in the bid shall include all applicable taxes/liabilities including State liabilities. However, GST applicable shall be extra. Bidder to quote the applicable rate of GST alongwith the SAC code in their price bid.
- 10.0 Basic Wages and Other Allowances to various categories of ex-servicemen will be paid as per rates fixed by Directorate General of Resettlement, Ministry of Defence which may be subject to revision from time to time and will be given effect from the date of revision, rest all will remain fixed throughout the contractual period. The rates (wages & other allowances) prevailing on the date of this tender are indicated below for reference only:

i) Rates applicable for Security Guards:

Sl. No.	<u>Description</u>	<u>UOM</u>	<u>Quantity</u>	<u>Current Rate (INR)</u>
1	Basic Wages (BW) + Variable Dearness Allowance (VDA)	DAILY	86400 Days	593.00
2	Employees State Insurance (ESI) / Medical Allowance and Workmen Compensation in areas not covered under ESI @ 4.75% of BW+VDA	DAILY	86400 Days	28.17
3	E.P.F. @12% of BW+VDA	DAILY	86400 Days	71.16
4	Employee Deposit Link Insurance @ 0.5% of BW+VDA	DAILY	86400 Days	2.97
5	Administrative Charges (EPF & EDLI) @0.65% of BW+VDA	DAILY	86400 Days	3.85
6	House Rent Allowance (H.R.A.) @16% of BW+VDA or INR 3600 (Whichever is higher)	DAILY	86400 Days	138.46
7	ESI/Medical Allowance on HRA @4.75% of HRA	DAILY	86400 Days	6.58
8	Bonus @8.33% (BW+VDA)	DAILY	86400 Days	49.40
9	Uniform washing Allowance @ 3% of BW+VDA	DAILY	86400 Days	17.79
10	Uniform outfit Allowance @ 5% of BW+VDA	DAILY	86400 Days	29.65
11	Sub-Total (sum of 1-11)	DAILY		941.02
12	Relieving Charges (1/6 th of sub-Total)	DAILY	86400 Days	156.84
13	Total cost per head	DAILY		1097.86
14	Additional hourly rate beyond 8 hrs.	HOURLY	48000 Hrs.	171.00
15	Field Allowance for the person posted in remote/disturb/hazardous area @25% of Basic+VDA	DAILY	72000 Days	148.25

16	Contractor Service Charges in percentage of total wage components mentioned under Sl. No. 1 to Sl. No. 10 above (As quoted by Bidder in table under para 3.0)	PERCENTAGE (%)		
17	GST applicable	PERCENTAGE (%)		

ii) Rates applicable for Supervisor:

Sl. No.	<u>Description</u>	<u>UOM</u>	<u>Quantity</u>	<u>CURRENT Rate (INR)</u>
1	Basic Wages (BW) + Variable Dearness Allowance (VDA)	DAILY	4320 Days	788.69
2	Employees State Insurance (ESI) / Medical Allowance and Workmen Compensation in areas not covered under ESI @ 4.75% of BW+VDA	DAILY	4320 Days	-
3	E.P.F. @ 12% of BW+VDA	DAILY	4320 Days	94.64
4	Employee Deposit Link Insurance @ 0.5% of BW+VDA	DAILY	4320 Days	3.94
5	Administrative Charges (EPF & EDLI) @0.65% of BW+VDA	DAILY	4320 Days	5.13
6	House Rent Allowance (H.R.A.) @16% of BW+VDA or INR 3600 (Whichever is higher)	DAILY	4320 Days	138.46
7	ESI/Medical Allowance on HRA @4.75% of HRA	DAILY	4320 Days	6.58
8	Bonus @8.33% (BW+VDA)	DAILY	4320 Days	65.70
9	Uniform washing Allowance @ 3% of BW+VDA	DAILY	4320 Days	23.66
10	Uniform outfit Allowance @ 5% of BW+VDA	DAILY	4320 Days	39.43
11	Sub-Total (sum of 1-11)	DAILY		1166.23
12	Relieving Charges (1/6 th of sub-Total)	DAILY	4320 Days	194.37
13	Total cost per head	DAILY		1360.60
14	Additional hourly rate beyond 8 hrs	HOURLY	2000 Hrs.	171.00
15	Field Allowance for the person posted in remote/disturb/hazardous area @25% of Basic+VDA	DAILY	2880 Days	197.17
16	Contractor Service Charges in percentage of total wage components mentioned under Sl. No. 1 to Sl. No. 10 above (As quoted by Bidder in table under para 3.0)	PERCENTAGE (%)		
17	GST applicable	PERCENTAGE (%)		

SECTION - IV

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

BID REJECTION CRITERIA (BRC)

- 1.0 Any bid received in the form of Telex / Cable /Fax /E-mail / Telephone call will not be accepted. Any Bid received after the deadline for submission of bids prescribed by the Company shall be out-rightly rejected.
- 2.0 Any bid containing false statement will be rejected.
- 3.0 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents, otherwise the bid will be rejected.
- 4.0 The Bid Documents are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by the Company will be rejected.
- 5.0 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 6.0 Price/rates quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as nonresponsive and rejected.
- 7.0 Bids should be valid for acceptance for a minimum period of 90 days from the Bid Closing date. Bids without this minimum validity period will be summarily rejected.
- 8.0 Offers with Prices declared in “TECHNO-COMMERCIAL UNPRICED BID” shall be rejected straightaway.
- 9.0 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

BID EVALUATION CRITERIA (BEC):

- 1.0 The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive will be considered for further evaluation as per the Bid Evaluation Criteria given below:
- 2.0 Bids shall be evaluated as per the evaluation criteria mentioned in para no. 3.0, 4.0 & 5.0 in Schedule of Rates (SECTION – III).
- 3.0 Any additional information/terms/ conditions furnished in sealed Price Bid will not be considered by Company for evaluation /award of contract.
- 4.0 The contract shall be awarded to the L1 bidder determined based on above evaluation.
- 5.0 Notwithstanding the above, in case more than one successful bidder quoted the same rate which is L1, OIL reserves the right to award the contract to the bidder who is higher on the seniority list of DGR.

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

We confirm that we have complied/accepted all terms & conditions under this tender except the following:

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorized Signatory)

**Name of the
bidder_____**

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 highlighted as per format provided above and to be submitted along with their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

GENERAL HSE POINTS

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance 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 check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily 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.

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:(Name of Company

.....)

(Address of Company

WHEREAS (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... dated 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 by a recognized bank for the sum specified therein as security for compliance with his 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 the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of the work to be performed hereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) ** 90 days after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :

Name of Bank :

Address :

.....

.....

.....

.....

Date :

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. **CJI7072L18**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to

challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any

violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

Bhavik Mody
Manager Materials (M&C)

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For the Principal

Place: Jodhpur

Date: 06.02.2018

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For the Bidder/Contractor

Witness 1:

Witness 2: