



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

**Materials Department  
(Rajasthan Project)**

02-A, District Shopping Centre,  
Saraswati Nagar, Basni  
Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729466  
Fax : 0291-2727050  
Email: mat\_rp@oilindia.in

Date: 18.08.2018

**FORWARDING LETTER**

**Sub: Hiring of Services for Calibration for Master Test Equipments of DND-GPC for 3 years.**

1.0 Rajasthan Project of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Project Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

OIL invites competitive bids for indigenous bidders for the above mentioned works under Single Stage Composite-Bid System on Limited Tender basis.

2.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- |   |   |   |
|---|---|---|
| i) OIL's Tender No.                           | : | JCO8961L19 dated 18.08.2018   |
| iii) Type of Bid                              | : | <b>Single Stage Composite Bid System</b>  |
| iv) Bid Closing Date & Time                   | : | 18.09.2018 at 11.00 hrs (IST).  |
| v) Bid Opening Date & Time                    | : | 18.09.2018 at 15.00 hrs (IST).  |
| vi) Bid Opening Place                         | : | Office of CGM (Services),<br>Oil India Limited, Jodhpur, Rajasthan  |
| vii) Bid Security                             | : | NIL   |
| viii) Amount of Performance Security          | : | 7.5% of the estimated Contract Value. Initially security deposit for 2.5% of the Contract value to be deposited along with acceptance of contract & remaining 5% will be recovered from Contractor's running account bill.                  |
| ix) Mobilization Time                         | : | Within 10 days from the issue of work order.  |
| x) Duration of Contract                       | : | Three (03) Years.   |
| xi) Liquidated Damage for timely Mobilization | : | Liquidity damages shall be applicable for default in timely Mobilization/Project Completion @ 0.5% of the total estimated agreement value for delay in mobilization/project completion per week or part thereof subject to maximum of 7.5%. |

4.0 **PURCHASE PREFERENCE:** Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

- 5.0 **PRICE PREFERENCE:** Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender.
- 6.0 **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. Please refer to Annexure – GST and take note of the content before submitting your offer
- 7.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.
- 8.0 **Tender is issued to the shortlisted bidders only however if any bidder other than shortlisted bidders who is interested, can download the tender document and submit the bid.**  
**All bids submitted by vendors shall be evaluated in accordance with BEC/BRC for qualification.**

Yours faithfully,  
OIL INDIA LIMITED

(Daya Shankar)  
Sr. MANAGER (M&C)  
FOR CHIEF GENERAL MANAGER (SERVICES-RP)

## **SECTION – I**

### **INVITATION FOR BIDS**

- 1.0 Oil India Limited (OIL) invites competitive Bids from indigenous (domestic) Service Providers/Contractors for the following services under Single Stage composite Bid System for its RAJASTNAN PROJECT .
- 1.1 Tender No. : JCO8961L19 dated 18.08.2018.
- 1.2 Bid Closing Date : 18.09.2018  
& Time : (11:00 Hrs. IST)
- 2.0 **Description of Services: Hiring of Services for Calibration for Master Test Equipments of DND-GPC for 3 years.**
- 3.0 Tender Document will be issued physically by Company.
- 4.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

**(END OF SECTION – I)**

**SECTION – II**  
**INSTRUCTIONS TO BIDDERS**

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

1.1 It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding, before submitting their bids.

**A. BIDDING DOCUMENT / TENDER DOCUMENT**

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

- (a) A forwarding letter highlighting the following points:
  - (i) Oil India Limited's Tender No.
  - (ii) Bid closing date and time.
  - (iii) Bid opening date, time and place.
  - (iv) The amount of Performance Security
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Terms & Conditions (Section –III)
- (e) Special Conditions of Contract (Section-IV)
- (f) Bid Form & Price Schedule Details (Section-V)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VI)
- (h) Sample Form of Agreement (Section-VII)
- (i) Price bid Format-(Section-VIII) Performa-I
- (j) General HSE Points (Appendix-A)
- (k) Procedure for obtaining labour license (Appendix-B)
- (l) Annexure – GST

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

3.0 **AMENDMENTS TO BIDDING DOCUMENT:**

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

- 3.2 All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and prospective Bidder shall be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or any other reason.

## **B. PREPARATION OF BIDS**

### **4.0 LANGUAGE OF BIDS:**

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

### **5.0 DOCUMENTS COMPRISING THE BID:**

The bidder should submit their offer under single stage Composite bid system i.e., only a single composite bid of Techno-Commercial & Price Bid comprising of the following documents.

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – VI.
- (iii) All other Annexure, Proforma and Documents as required in the Tender

Price Bid comprising of the following documents

- (i) Bid Form & Price Schedule Details as per Section – V & Section – VIII, Proforma-I

### **6.0 BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide as per Section – V and Proforma – I of Section VIII respectively.

### **7.0 BID PRICE:**

- 7.1 Prices must be quoted by the Bidders in Indian Rupees (INR) strictly as per Price Schedule furnished in the Bid Document.
- 7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 7.3 All duties and taxes including Corporate income taxes, and other levies payable by the Contractor **except GST** under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only the R & D Cess, applicable if any against this contract will be borne and paid for by OIL.

- 7.4 **Goods & services Tax(GST)** as applicable on taxable part of the items provided by the contractor shall be extra and to Company's account. The evaluation and comparison of bids shall be made accordingly
- 8.0 **CURRENCIES OF BID AND PAYMENT:**  
As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.
- 9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**  
These are listed in Bid Rejection Criteria vide Section – VI of the Bidding document.
- 10.0 **PERIOD OF VALIDITY OF BIDS:**
- 10.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid.
- 11.0 **FORMAT AND SIGNING OF BID:**  
  
The bid are to be submitted as per the bid documents issued to the bidder, duly signed & sealed by the authorized signatory at each & every page of documents (including the price bid format).
- C. **SUBMISSION OF BIDS:**
- 12.0 **SUBMISSION ON BIDS:**
- 12.1 The Bid should be submitted physically 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 Chief General Manager (Services), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 12.2 The Rates/Prices along with price related conditions should be filled in the Price-Bid Format only.
- 12.3 The Bid along with all supporting documents required as per BRC/BEC must be signed by duly authorized representative of the bidding party and sealed/stamped in all pages.
- 12.4 Rates/Prices must be quoted in the "price Bid Format" provided only.OIL will consider the rates/prices quoted in the "price bid format" only.
- 13.0 Timely submission of bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in "Tender Box" only kept in "Materials & Contracts" department in a sealed/closed 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 Chief General Manager (Services), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The bid/offer duly filled, signed & stamped/sealed.
- (ii) Power of attorney for signing the bid document.
- (iii) Other documents required to be submitted in original as per tender requirement, if any.

#### 14.0 DEADLINE FOR SUBMISSION OF BIDS :

- 14.1 Bidders will not be permitted to make any change in their Bid after the submission deadline is reached. The bidder may however request Chief General Manager (Services) for returning their bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for the submission of bid is reached and /or bids are opened.

#### 15.0 EXTENSION OF BID SUBMISSION DATE/TIME:

- 15.1 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.

#### 16.0 FORMAT OF BID SUBMISSION:

- 16.1 Bids to be submitted as per the bid document issued to the bidders.
- 16.2 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

#### 17.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are submitted 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.

#### 18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 After the bid is submitted by the bidder, they will not be permitted to make any change in their bid. For making any such subsequent modification/correction, the bidder has to request Chief General Manager (Services) for returning their bid before the due date of submission and resubmit their bid after necessary revision/correction within the deadline. But no such request will be entertained once the due date for submission of bid is reached and/or bids are opened.
- 18.2 The bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing.
- 18.3 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.

#### 19.0 BID OPENING AND EVALUATION

- 19.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 19.2 Bid (if any) for which an acceptable notice of withdrawal has been received shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 19.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 19.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 19.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 19.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 19.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.



20.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria of the tender document to establish inter-se-ranking of bidders.

21.0 CONTACTING THE COMPANY:

21.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

21.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

**D. AWARD OF CONTRACT**

22.0 AWARD CRITERIA:

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

23.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

24.0 NOTIFICATION OF AWARD:

24.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

24.3 Upon the successful Bidder's furnishing of Performance Security pursuant to herein below, the company will promptly discharge the bid securities of all un-successful bidders, pursuant to clause 10.0 herein above.

25.0 SIGNING OF CONTRACT:

25.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.

25.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

26.0 PERFORMANCE SECURITY:

26.1 Within 30 (THIRTY) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (2.5% of contract value) specified in the Forwarding Letter in the form of Bank Guarantee as per the performance Security Form as provided in the Bidding Document (Ref. Section – VII) from any of the following Banks:

- i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR
- b) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- c) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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

26.2 The performance security specified above must be valid for three (03) months beyond the expiry date of the contract covering the warranty/defect liability period of 3(three) months & time period required to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10 % of the contract value for the extended period and also to extend the validity of the performance security accordingly.

26.3 Failure of the successful bidder to comply with the requirements of para 26.1 or 26.2 above shall constitute sufficient grounds for annulment of the award. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

#### INVOCATION OF PERFORMANCE BANK GUARANTEE

26.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

26.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

#### **NOTE: For PBG-In case of Bank Guarantee.**

**The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:**

**The bank guarantee issued by the bank must be routed through SFMS platform as per following details:**

- (i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- (ii) "MT 760 / MT 767 COV for amendment of bank guarantee

**The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:-**

**(END OF SECTION – II)**

**SECTION – III**

**GENERAL TERMS AND CONDITIONS**

MEMORANDUM OF AGREEMENT made this ..... day of ..... 2018 between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri ..... carrying of business as PROPRIETOR under the firm name M/s. .... with their Office at ..... in the district of ..... aforesaid (hereinafter called “The Contractor”) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below:

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in Proforma-II
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) “Commencement date” means the date on which the Contractor’s personnel start the job as mentioned in the Agreement.

- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

**WITNESSETH:**

- 1.0 (a) The Contractor hereby agrees to carry out the work as per Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-VI of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 **APPLICABLE LAWS :**
- 3.1 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.
- 3.2 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 thereunder.
  - 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) The Goods and Service Tax Act,2017.
  - m) Customs Act & Rules
  - n) Rajasthan Entry Tax Act
  - o)Environment Protection Act
  - p)Public Liability Act.
  - q)Income tax Act.
  - r)Insurance Act.

- 4.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/ Contractor shall reimburse/pay Contractor/company for such additional/ reduced costs actually incurred.
- 5.0 **Work Completion Time :** The Contractor must commence the work within 10 days from the issue of work order and the work should be completed within three (03) years from commencement date of issue of Work Order. Non compliance of this time schedule will call for imposition of Liquidated Damages.
- 6.0 **VALIDITY OF THE AGREEMENT:**  
The Agreement shall remain valid for a period of 3 years from the date of commencement of work as issued in work order or completion of works whichever is later.
- 7.0 **SCHEDULE OF RATES :**  
Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Proforma-I hereof.
- 8.0 **Liquidated Damages:** Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent), per week or part thereof, for delay in contract mobilization /completion date subject to a maximum 7.1/2% (seven & half percent) of the total contract value will be deducted from the Contractor's bill.
- 9.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 10.0 **Estimated Value of Agreement :** The total evaluated value of the Agreement (all inclusive) is estimated to be INR. .... (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms Performa-I of this Agreement.
- 11.0 **Payment Terms:** The Payment of calibration will be released after completion & submission of the equipments in Good working condition along with the calibration certificate.
- 12.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.
- 13.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure

that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.

- 14.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.

15.0 LIABILITY:

- 15.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.3 a) 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 subcontractors or their employees on account of bodily injury or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or cause of action arise out of the negligence or otherwise, in whole or in part or other faults.
- b) Except as provided hereof Company 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 Company's employees, agents, contractors and subcontractors or their employees on account of bodily injury or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or cause of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 15.4 Limitation of Liability:  
Notwithstanding any other provisions herein to the contrary, except only in cases of willful 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, or 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, provided however that this limitation shall not apply to the cost of repairing or

- replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, cost, losses and liabilities in excess of the aggregate liability amount in term of clause (b) above.

16.0 FORCE MAJEURE:

- 16.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 16.2 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.
- 16.3 Should 'Force Majeure' condition as stated above occur and should be same be notified within seventy two(72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten(10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Force Majeure' period unless otherwise agreed to.

17.0 TERMINATION:

17.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to be automatically terminated on the expiry of duration of the contract (or extension, if any, thereof).

17.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth above.

17.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

17.4 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,

#### 17.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

- 17.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement 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.

#### 17.7 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 upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

- 17.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 17.9 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 17.1 to 17.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services, personnel charges and other charges as per the Contract up to the date of termination.
- 17.10 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.

#### 18.0 **ARBITRATION:**

- 18.1 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:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> 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 :

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

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

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.

18.2 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 18.1 & 18.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

19.0 **INSURANCE** :The Contractor shall arrange insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

## 20.0 TAX LIABILITIES

20.1 Tax levied 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.

20.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.

20.3 All local taxes, levies and duties etc. **except GST** on purchases and sales made by contractor shall be borne by the contractor.

20.4 **GST Clause:** The quoted prices shall be **exclusive of GST** and 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 the provisions of GST Act. **Please refer to Annexure-GST,** while submitting your offer in GST regime.

## **21.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

21.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, workflow, 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.

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

21.3 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. All information obtained by Contractor in the conduct of work and the information/maps/Seismic Data/Log suites etc. provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. The various outputs/deliverables generated and the inferences and interpretations drawn as part and parcel of the work carried out under the terms of the Contract shall not be divulged by the Contractor or its employees to any other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

## **22.0 CHANGES:**

22.1 During the performance of the work, Company may make a change in the work mutually agreed 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 (Change Order) by the Company.

22.2 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 and Payment. 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 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.

23.0 **SUB CONTRACTING:** Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. The company is in no way duty bound in allowing such a request nor does it hold any responsibility for any time loss on such account.

## **24.0 MISCELLANEOUS PROVISIONS:**

24.1 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.

24.2 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.

24.3 During the tenure of the Contract, Contractor shall keep the facility and resources allocated for the services free from other work obligations of the Contractor not under the preview of this Contract.

24.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

25.0 **WAIVER & AMENDMENTS**: It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

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 and to witness and check all the deliverables and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs reasonable times for inspection by the Company's designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a weekly written report, on form prescribed by the Company showing details of work during the preceding week. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

27.0 **Provident Fund**: The Contractor if covered under the P.F Act and if the contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 13.36% P.F. Contribution on wage component.

## **28.0 TAXES:**

28.1 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.

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

28.3 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.

28.4 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.

28.5 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.

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

#### **29.0 INDEMNITY AGREEMENT:**

29.1 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.

29.2 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.

**30.0 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.

**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 Tender.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

- e) 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.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) 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.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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 SET OFF CLAUSE:**

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

### **33.0 NOTICES:**

33.1 Any Notice given by one part to other, pursuant to the Contract shall be sent in writing or by E-mail and confirmed in writing to the applicable address specified below:

#### **COMPANY**

OIL INDIA LIMITED  
2-A District Shopping Center  
Saraswati Nagar  
RAJASTHAN(INDIA)  
Fax No:0291-2727050

#### **CONTRACTOR**

.....  
.....  
.....  
.....  
.....

Email-mat\_rp@oilindia.in .....

33.2 A Notice shall be effective when delivered or on the date as indicated in the Notice, whichever is later.

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**(END OF SECTION – III)**

## SECTION – IV

### **SPECIAL CONDITIONS OF CONTRACT**

1. Bidders are required to provide valid documentary evidences of NABL accreditation of their calibration laboratories for each of the parameters required to calibrate our mentioned equipments. Bidders having NABL accreditation for atleast 1 (one) year validity from the bid closing date will only be considered.
2. Successful bidder is required to provide valid documentary evidences of NABL accreditation of their laboratories for each of the parameters required to calibrate our mentioned equipments whenever asked for during the contract period; failing which may terminate the contract.
3. The successful bidder must provide Calibration Certificate along with Calibration data after calibration of our equipments. They are also required to fix Calibration Tag on the equipments.
4. The successful bidder must provide copy of the valid calibration certificate of their Master Calibrating Equipments along with the calibration certificate of our equipments, otherwise calibration will be considered void.
5. The calibration services to the equipments have to be provided at party's calibration laboratory. The transportation (pick-up & drop) of the equipments from & upto Oil India Limited, Jodhpur will be the party's responsibility.
6. The calibration frequency for each of the equipment is 1 (one) year.
7. The party is required to pick-up the equipments for calibration within 10 (ten) days of intimation request for calibration. For any delay beyond 10 days the party will be penalized @ 0.5% of the total evaluated contract value per day subject to maximum of 7.5% of the total contract value.
8. The party is required to submit the equipments after calibration within 20 (twenty) days from pick-up for calibration. For any delay beyond 20 days the party will be penalized @ 0.5% of the total evaluated contract value per day subject to maximum of 7.5% of the total contract value.
9. The payment of calibration will be released after completion & submission of the equipments in good working condition along with the calibration certificates.
10. The party is required to carry out the pick-up & drop of the equipments during working days only. The party is required to contact Instrumentation Department, OIL Jodhpur for collection and submission of the equipments.
11. The equipments will be submitted & receipt after physical verification by OIL & the party. During the contract period, the equipments delivered to the party for calibration will be their responsibility till submitting it after calibration. During transportation & calibration by the party; if any damage to the equipments done then the cost incurred to make the equipments to good working condition will be recovered from the party.
12. The Standard Platinum Resistance Thermometer (SPRT) calibration should be carried out at Triple Point of Water, Tin (Sn) Freeze Point, Zinc (Zn) Freeze Point & Aluminum (Al) Freeze Point. The calibration certificate should contain the corresponding values of Rtpw and coefficients.
13. Transportation Charges:
  - a) The bidder has to note that the transportation charges towards Pick-Up of OIL's equipments from OIL, Jodhpur will be considered as one Activity Unit (AU) and shall quote accordingly. Similarly, the bidder has to quote for Drop-off transportation charges of OIL's equipments at OIL, Jodhpur after calibration services.

#### **14.0 List of Materials & Equipments to be issued to Contractor:**

The following equipments in working condition will be handed over to the party for calibration:

1. Dead Weight Tester (Dual Piston) - 2 no.  
Make: Yantrika Instruments Pvt. Ltd and others.  
Model: REW 300XAO/2 ( Yantrika and others)



Weight Material: Stainless Steel

Range: L.P.: 0.2 to 10 kg/cm<sup>2</sup>

H.P.: 10 to 100/350 kg/cm<sup>2</sup>

2. Portable Multifunction Calibrator - 1 no.

Make: Wika Instruments (I) Pvt. Ltd. and Others,

Model: PASCAL ET-IS (Wika Instruments and Others)

3. Portable Pressure Calibrator with External Sensor - 2 no.

Make: GE Druck and Others

Model: DPI 610PC IS ( GE group and Others)

Internal Sensor: -1 to 7 bar g

External Sensor: 0 to 350 bar sg

4. Temperature Dry Metrology Well Calibrator - 1 no.

Make: Fluke and Others

Model: 9171 ( Fluke and others)

5. High Precision 4 channel Thermometer Chub E4 - Readout Device (2 channel for Thermocouple + 2 channel for PRT/Thermistor) - 1 no.

Make: Fluke and Others

Model: 1529 ( Fluke and Others)

6. Standard Platinum Resistance Thermometer - 1 no.

Make: Fluke and others

Model: 5626 ( Fluke and Others)

7. Digital Multimeter (Portable Type) - 1 no.

Make: Fluke and Others

Resolution: 4 1/2 Digit

8. Master Pressure Gauges - 4 nos. (Accuracy:  $\pm 0.25\%$  FS)

I) Make: Yantrika, Model: TG25.250.0020 K, Range: 0-20 kg/cm<sup>2</sup>

II) Make: Yantrika, Model: TG25.250.0050 K, Range: 0-50 kg/cm<sup>2</sup>

III) Make: Yantrika, Model: TG25.250.0100 K, Range: 0-100 kg/cm<sup>2</sup>

IV) Make: Yantrika, Model: TG25.250.0250 K, Range: 0-250 kg/cm<sup>2</sup>

9. Portable Sound Level Meter (Range: 30 dB-130 dB) - 1 no.

**(END OF SECTION – IV)**

## **SECTION - V**

### **BID FORM AND PRICE SCHEDULE DETAILS**

#### **(A) BID-FORM**

Date :  
Tender No. :  
(Insert Bidder's name and address)

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within seven days calculated from the date of receipt of mobilization notice from Company against each call (as and when required) during the currency of the contract.

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

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

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

Dated this ..... Day of ..... 2018

-----  
(Signature)

-----  
(in the capacity of)

Bidder's Name :  
Bidder's Address :

#### **(B) PRICE SCHEDULE DETAILS :**

Bidders must quote their rates strictly as per format provided in Section – VIII vide PROFORMA-I.

(END OF SECTION – V)

## SECTION-VI

### SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the ..... day of 2018... between (name of Company) ..... of (Mailing address of Company) ....., hereinafter called “the Company”, of the one part and (Name of Contractor) ..... (hereinafter called “the Contractor”) of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of works) ..... and has by Letter of Acceptance (date of Letter of Acceptance) ..... accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:  
This Form of agreement,  
The Letter of Acceptance,  
The Contractor’s Bid and enclosures,  
The Technical Specifications,  
The Priced bill of quantities,  
The Drawings, if any  
The Schedule of Supplementary Information,  
The special Conditions of Contract and  
The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

### *SIGNED, SEALED AND DELIVERED*

By the said  
Name \_\_\_\_\_

By the said  
Name\_\_\_\_\_

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

On behalf of the Company  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\* Bidders are NOT required to complete this form.

( END OF SECTION - VI )

## **SECTION - VII**

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

#### **A. BID REJECTION CRITERIA**

The Bid shall conform generally to the specifications and terms & conditions given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/Scope of work/Terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

#### **1.0 TECHNICAL**

1.1 Any offer which does not include all the jobs/services mentioned in the Scope of work will be considered as incomplete and rejected.

1.2 Bidder must be accredited to National Accreditation Board for Testing and Calibration Laboratories (NABL) for all the parameters required to calibrate our equipments and must provide documentary evidences in terms of the accreditation during bid submission. The laboratories should have well-established quality system complying to the requirement of the international standard ISO/IEC 17025.

1.3 Bidder should have carried out at least two Calibration services for PSU/State Govt./ Central Govt. during last seven years from Bid closing date. Documentary evidences should be provided during bid submission

1.4 Bidders must have requisite calibration facility to calibrate all our equipments. Bidders will be selected on the final cost for all the services for 3 years and not on individual calibration cost for each of the equipment. All calibration services will be taken from one party only.

#### **2.0 FINANCIAL:**

2.1 Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **INR 0.96** Lakhs.

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

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

Notes:

For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -

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

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

### 3.0 **COMMERCIAL:**

- 3.1 Bids are invited under Single Stage Composite Bid System. Bidders must submit the bid documents issued to them duly filling the price bid format and other annexure, signed & sealed(Stamped) in each & every page by the authorised signatory of the bidder within the Bid closing date and time stipulated in the Tender.
- 3.2 Prices/Rates should be quoted in Indian Rupees and must be filled up in the “Price Bid Format”.
- 3.2 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 3.4 Bid (in original) along with all supporting documents towards experience & Average Turnover criteria etc. and the bid documents duly signed & sealed as stated in Para 2.1 above must reach the office of CGM (Services), Oil India Limited, Rajasthan Project, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected.
- 3.5 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT(PERFORMA-I), otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, ‘NIL’ should be mentioned against such part of work.
- 3.6 Bids received by Company after the bid closing date and time will be rejected.
- 3.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 3.8 Bids must be kept valid for a minimum period of 90 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected. Conditional offers will be rejected.
- 3.9 The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.

- Tax Liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Applicable Law Clause
- Liquidated damages clause
- GST clause

### 3.10 **Purchase Preference Clause for MSE Bidders:**

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

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

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

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

### 3.11 **Documentation Required to be submitted by MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

## 4.0 **GENERAL:**

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

4.2 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

## B. **BID EVALUATION CRITERIA (BEC):**

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.

1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format (**Proforma-I**) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

1.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail for the purpose of evaluation. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

\*\*\*\*\*End of BRC/BEC\*\*\*\*\*

## **SECTION - VIII**

### **PROFORMA - I**

#### **PRICE SCHEDULE FORMAT / SCHEDULE OF WORK**

Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate (Rs)</b>	<b>Total (Rs)</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)=(4x5)</b>
1	Dead Weight Tester - 1st Year	No.	2		
2	Dead Weight Tester - 2nd Year	No.	2		
3	Dead Weight Tester - 3rd Year	No.	2		
4	Multifunction Calibrator-1st Year	No.	1		
5	Multifunction Calibrator-2nd Year	No.	1		
6	Multifunction Calibrator-3rd Year	No.	1		
7	Pressure Calibrator -1st Year	No.	2		
8	Pressure Calibrator -2nd Year	No.	2		
9	Pressure Calibrator -3rd Year	No.	2		
10	Metrology Well Calibrator-1st Year	No.	1		
11	Metrology Well Calibrator-2nd Year	No.	1		
12	Metrology Well Calibrator-3rd Year	No.	1		
13	4-channel Thermometer-1st Year	No.	1		
14	4-channel Thermometer-2nd Year	No.	1		
15	4-channel Thermometer-3rd Year	No.	1		
16	Standard PRT-1st Year	No.	1		
17	Standard PRT-2nd Year	No.	1		
18	Standard PRT-3rd Year	No.	1		
19	Portable Digital Multimeter-1st Year	No.	1		
20	Portable Digital Multimeter-2nd Year	No.	1		
21	Portable Digital Multimeter-3rd Year	No.	1		
22	Master Pressure Gauges-1st Year	No.	4		
23	Master Pressure Gauges-2nd Year	No.	4		
24	Master Pressure Gauges-3rd Year	No.	4		
25	Portable Sound Level Meter-1st Year	No.	1		
26	Portable Sound Level Meter-2nd Year	No.	1		
27	Portable Sound Level Meter-3rd Year	No.	1		
28	Transportation Charges -1st Year	AU	2		
29	Transportation Charges -2nd Year	AU	2		
30	Transportation Charges -3rd Year	AU	2		
	<b>TOTAL PRICE [SUM OF COLUMN (6) ABOVE]</b>				

**Note:**

- 1.0 Evaluation of the offer would be on the basis of overall ranking and the contract will be awarded to the overall lowest bidder.
- 2.0 The Bidder should quote the rates inclusive of all type of applicable State/Central taxes duties/levies and royalty **but exclusive of Goods & Services Tax (GST)** against each item of services/works. However, the bidder should indicate separately the quantum of any other taxes/duties included in their quoted rates.

- 3.0 **GST:** The quoted prices shall be exclusive of GST and 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 the provisions of GST Act. **Please refer to Annexure-GST, while submitting your offer in GST regime.**
- 4.0 The quantities mentioned above table are for the evaluation purpose only and the actual may be more or less depending upon the operational requirement.
- 5.0 The Bid in which the rates for any part of the service/work are not quoted shall be rejected. However, if no charge is involved for any of the service/item, 'NIL' should be mentioned against such part of service.
- 6.0 The bidder has to note that the transportation charges towards Pick-Up of OIL's equipments from OIL, Jodhpur will be considered as one Activity Unit (AU) and shall quote accordingly. Similarly, the bidder has to quote for Drop-off transportation charges of OIL's equipments at OIL, Jodhpur after calibration services.

**(END OF SECTION -VIII)**



**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the Bidder) for the last three(3) completed accounting years up to.....(as the case may be) are correct.

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

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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 Contractors.

2.0 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 the Company PPE schedule. Safety appliances like protect 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.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The 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

7.0 All persons deployed by the Contractor for working in 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.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.

9.0 The return shall be submitted quarterly (within 10 days) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 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.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate 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.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor
- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 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.
- .....

**Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971:**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid licence from Licensing Officer. To obtain licence contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for licence fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of work order,
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

**Notes:**

1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive licence nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.

.....

**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**  
**(For Supplies/ Services during GST Regime)**

In view of GST Implementation from 1st July 2017, provision of Causes related to Tax liability of bid document stands deleted and replaced with the following:

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 ,duties & levies 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 there under, 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 or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.
7. The Supplier 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) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12. 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. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):**

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

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).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

**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 Accounting Code 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 TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 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, 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.

\*\*\*\*\*END of GST Annexure & Bid document\*\*\*\*\*

**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 (Name & address of Bank) 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 thereunder 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 (.....)\*\* three months after Contract Completion.

SIGNATURE & SEAL OF THE Bank Official	.....
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 as per Para 25.0 under Section-II

**NOTE: FOR BID SECURITY/EMD AND PBG-In case of Bank Guarantee.**

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in Oil's tender issuing office:

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:- AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003.

**(END OF SECTION-VII)**