



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

**Kolkata Office,**  
4 India Exchange Place,  
ICC Building, 4<sup>th</sup> Floor  
Kolkata-700001  
West Bengal  
Phone (O) 033-22301657/58  
FAX: 91-33-22302596

### FORWARDING LETTER

M/s. ....

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**Description:** TENDER NO-**KCO 7582L18/06** for “Hiring of services for Customs Handling Agent (CHA) for clearing of cargo at Mumbai Port for Rajasthan Project for a period of 06 (six) months .

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), Kolkata, West Bengal (Registered Office at Duliajan, Assam) a ‘Navaratna’ Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas invites sealed Bids for “**Hiring of services for Customs Handling Agent (CHA) for clearing of cargo at Mumbai Port for Rajasthan Project**”. One complete set of Bid Document covering the requirement is forwarded herewith. You are invited to submit your most competitive bid in a sealed envelope on or before the scheduled bid closing date and time mentioned below:

(i)	Tender / IFB No.	:	<b>KCO 7582L18/06 dtd 31.03.2018</b>
(ii)	Type of Bidding	:	<b>COMPOSITE BID</b>
(iii)	Bid Closing Date & Time	:	<b>20.04.2018 (14.00 Hrs. IST)</b>
(iv)	Bid Opening Date & Time	:	<b>20.04.2018 (14.00 Hrs. IST)</b>
(v)	Bid Opening Place	:	OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 <sup>TH</sup> FLOOR, KOLKATA - 700001
(vi)	Bid Validity	:	<b>75 days from date of Bid Closing</b>
(vii)	Amount of Performance Security	:	<b>7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)</b>
(viii)	Validity of Performance Security	:	Up to 3 months from date of completion of contract.
(ix)	Duration of the Contract	:	<b>6 (six) months from the date of commencement of contract</b>
(x)	BIDS to be submitted	:	GM-KOLKATA BRANCH, OIL INDIA LIMITED 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 <sup>TH</sup> FLOOR, KOLKATA - 700001, INDIA

- 2.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance/non compliance to all the NIT terms and conditions of NIT.
- 3.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

Aparajita Gogoi  
Manager Materials -P  
For General Manager (KO)

**PART-1****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.

**A. BIDDING DOCUMENTS**

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

- (a) A forwarding letter highlighting the following points:
  - (i) Oil India Limited's Tender No.
  - (ii) Type of Bidding
  - (iii) Bid closing date and time.
  - (iv) Bid opening date, time and place.
  - (v) Bid submission and opening place
  - (vi) Bid Validity
  - (vii) The amount of performance guarantee.
  - (viii) Duration of Contract
- (b) Instructions to Bidders (Part-1)
- (c) General Terms and Conditions (Part-2, Section-I)
- (d) Scope of Work and Special Conditions of Contract (Part-2, Section-II)
- (e) Schedule of Rates (Part-2, Section-III)
- (f) Price Bid Format (Proforma-A)
- (g) Bid Form (Proforma-B)
- (h) Statement of Non-Compliance (Proforma-D)
- (i) Performance Security Form (Proforma-E)
- (j) Sample form of agreement Form (Proforma-F)
- (k) Proforma Letter of Authority (Proforma-G)
- (l) Authorisation for attending Bid Opening (Proforma-H)

- 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 every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued. **Bids made by bidders who have not been issued the Bid documents from the Company will be rejected.**

- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification

requested by a prospective Bidder, modify the Bid Document through an Addendum.

- 4.2 The Addendum will be sent in writing by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents.

## **B. PREPARATION OF BIDS**

- 5.0 **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.

## **6.0 DOCUMENTS COMPRISING THE BID:**

Bids are invited under **Composite Bid System**. The bid shall comprise of the following components:

- (A. **BID shall** comprise of following:

(i)	Complete technical details of the services, specifications, etc.
(ii)	Copy of Bid-Form in Proforma-B
(iii)	Statement of Non-compliance as per Proforma-C
(iv)	Priced Bid (Proforma-A)

- 7.0 **BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

## **8.0 BID PRICE:**

- 8.1 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

*Bids with adjustable price shall be treated as non responsive and rejected.*

- 8.2 All duties and taxes (excluding GST) including Corporate Income Tax, Personal Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being 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.

## **9.0 PERIOD OF VALIDITY OF BIDS:**

- 9.1 **Bids shall remain valid for 75 days after the date of bid opening date prescribed by the Company.** *Bids with lesser validity will be rejected.*

- 9.2 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 (or by Fax or E-mail). A Bidder granting the request will neither be required nor permitted to modify their Bid.

**C. SIGNING & SUBMISSION OF BIDS:****10.0 SIGNING OF BID:**

- 10.1 The bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized holding a Power of Attorney to bind the Bidder to the Contract. The letter of authorization (as per **Proforma G**) shall be indicated by written Power of Attorney accompanying the Bid.
- 10.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof. In addition to the above, Bid Security/Performance Security (as the case may be) will be forfeited and the party shall be debarred for a period of 2(two) years.
- 10.3 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

**11.0 SUBMISSION OF BIDS:**

- 11.1 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **Proforma-D** of the bid document and the same should be submitted with the Techno-commercial Bid.
- 11.2 Bidder shall submit the Bid, duly completed in terms of the Bid Document.
- 11.3 E-mail/Fax/Telex/Telegraphic/Telephonic offers will not be accepted.
- 11.4 Timely delivery of the documents is the responsibility of the bidder .**Bidders, in their own interest, are advised to drop their offers personally in "TENDER BOX" at OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4<sup>TH</sup> FLOOR, KOLKATA – 700001, INDIA. Alternatively they may send the same through Registered Post/courier services before the Bid Closing Date and Time failing which bid shall be rejected. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.**
- 11.5 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the Bid.
- 11.6 Any Bid containing false statement will be rejected.

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 12.1 Bids should be submitted as per the tender submission deadline.

- 12.2 No bid can be submitted after the submission dead line is reached.
- 12.3 Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 12.4 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are submitted before the closing date and time of the bid. The documents if received by the Company, after the deadline for submission prescribed by the Company shall be rejected .

### **13.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 13.1 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

### **14.0 EXTENSION OF BID SUBMISSION DATE:**

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

### **15.0 BID OPENING AND EVALUATION**

- 15.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (**as per proforma H**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 15.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 15.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any and such other details as the Company may consider appropriate.
- 15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present .
- 15.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 15.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 15.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder

**16.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

The Company will evaluate and compare the bids as per price bid format of the Bid Documents.

**17.0 DISCOUNTS / REBATES:**

- 17.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 17.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**18.0 CONTACTING THE COMPANY:**

- 18.1 Except as otherwise provided in Clause 15.0 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 except as required by Company vide sub-clause **15.6**.

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

**D. AWARD OF CONTRACT**

**19.0 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.

**20.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

**21.0 NOTIFICATION OF AWARD:**

- 21.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

- 21.2 The notification of award will constitute the formation of the Contract.

**22.0 PERFORMANCE SECURITY:**

- 22.1 Successful bidder would be required to deposit with OIL, Kolkata performance security for the amount mentioned in the forwarding letter within 15 days from the date of notification of award of contract (LOA) and should remain valid 90 days beyond period of contract and shall be revalidated if the contract is extended. The security deposit shall be refunded after successful execution of the contract. The security deposit shall not accrue any interest.  
**Bidders are required to confirm compliance of this clause in their offer.**

- 22.2 the Performance Security as per appendix III must be in the form of a Bank Guarantee from Any scheduled Bank incorporated in India or any Branch of an International/Foreign bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

- 22.3 Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/ Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the issuing Banker or the Contractor.

- 22.4 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- a) Full address.
  - b) Branch Code.
  - c) Code Nos. of the authorized signatory with full name and designation.
  - d) Phone Nos., Fax Nos., E-mail address.



- 22.5 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 22.6 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 22.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 22.8 Failure of the successful Bidder to comply with the requirements of clause 22.0 and/or 23.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.
- 22.9 Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non –Scheduled Bank of India shall not be acceptable.
- 22.10 A. Bidders should note that 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 767 / 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, Corporate Banking Branch, IFSC Code - UTIB0001164. Branch Address - AXIS Bank Ltd, Corporate Banking Branch, 3<sup>rd</sup> Floor, AC Market, 1, Shakespeare Sarani, Kolkata 700071."

B. The Bidder shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.

### **23.0 SIGNING OF CONTRACT:**

- 23.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 23.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 23.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke of the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**24.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

**25.0 MOBILISATION ADVANCE PAYMENT:**

- 25.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 25.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 25.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

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

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

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

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

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

(d) **Documentation required to be submitted by MSEs:** Submit a 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.

28.0 This tender shall be guided by Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG as well as Public Procurement Policy for MSEs-Order 2012. For details of the PP-LC policy, please visit OIL website at [www.oil-india.com](http://www.oil-india.com).

Purchase Preference will be given as per prevailing Government Guidelines as applicable on the bid closing date.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified and shall have to submit all undertakings / documents applicable for this policy. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

29.0 In case bidder takes exception to any clause of bid document, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

30.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification and such clarifications must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

### **31.0 Taxes:**

**I.** For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- (i) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
- (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

- II.** The rates quoted by the bidders shall be inclusive of all taxes, duties and levies but excluding GST. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties and levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have the right to recover the difference in case the rate of duty/taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- III.** Offers without giving any of the details of the taxes (including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates and amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order/ contract on that bidder, taxes mentioned by OIL on the Purchase Order/ contracts will be binding on the bidder.
- IV.** Bidder is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.
- V.** Statutory variation (increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
- VI.** Bidder agrees to do all things but not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- VII.** In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by

Bidder/Supplier, including non-payment of GST charged and recovered, the Bidder/Supplier shall indemnify OIL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Bidder/Supplier.

**VIII.** GST liability, if any on account of supply of free samples against any tender/purchase order/ contract (wherever applicable) shall be to bidder's/supplier's account.

**END OF PART-1**

**PART – 2****SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT****1.0 DEFINITIONS:**

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in **Section II, the Terms of Reference.**
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the individual or firm or body incorporated performing the work under this Contract
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 **EFFECTIVE DATE OF CONTRACT**: The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.
- 2.2 **DATE OF COMMENCEMENT OF CONTRACT**: The date on which the first service is hired by the Company as per the scope of work of the Contract is treated as date of Commencement of Contract.
- 2.3 **DURATION OF CONTRACT**: **The Contract shall remain in force for a period of six months from the date of commencement of the Contract.**

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR : Contractor shall,**

in accordance with and subject to the terms and conditions of this Contract:

- 3.1 Perform the work described in the Terms of Reference (Section-II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
  - 4.1 Pay Contractor in accordance with terms and conditions of the contract.
  - 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
  - 4.3 Perform all other obligations required of Company by the terms of this contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
  - 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
  - 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the company.
  - 5.3 The Contractor shall be solely responsible throughout the period of



the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard unless specified otherwise elsewhere in Bid/Contract document.

#### 6.0 **WARRANTY AND REMEDY OF DEFECTS**

- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
  - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.



- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.
- 7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain Confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

- (i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- (ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- (iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- (iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 **TAXES:**

- 8.1 All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding GST. The price excludes GST and GST, if applicable, shall be to the company's account. However, GST portion payable directly by the Service provider (if applicable) as per provisions of the GST Act shall be reimbursed to the Contractor on the basis of the documentary evidence.
- 8.2 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.3 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.4 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.5 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions

of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

- 8.6 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.7 Corporate and personnel taxes on Contractor and their sub-Contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.8 All local taxes, levies and duties, GST, etc. on purchases/sales by the Contractor, its sub-Contractor and agents shall be borne by the Contractor.

9.0 **INSURANCE:**

- 9.1 The Contractor shall arrange at their own cost or cause to have arranged insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract. All insurance taken out by Contractor or their sub-contractor shall, in return of a similar waiver for the Company, be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

10.0 **CHANGES:**

- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the **Schedule of Rates (Section III)**. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE :**

- 11.1 In the event of either party being rendered unable by 'Force Majeure'

to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (seventy two) hours after its occurrence the 'force majeure' rate shall apply for the first 10(ten) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond ten (10) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of ten(10) days force majeure period unless otherwise agreed to.

## 12.0 **TERMINATION:**

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or the extension period, if exercised by Company under the provision of the Contract.

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

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

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

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the

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

- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including the De-mob cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- 13.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU):**  
 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
- 1) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
  - 2) The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
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 pendent-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:

<b>Amount of Claims and counter claims(excluding interest)</b>	<b>Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)</b>
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.

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

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

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

**14.0 NOTICES:**

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

**Company**

**a) For contractual matters**

Sectional Incharge(Materials)  
OIL INDIA LIMITED  
Kolkata Office  
4 India Exchange Place,  
ICC Building, 4<sup>th</sup> Floor,  
Kolkata – 700001

**b) For technical matters**

Dy. General Manager (Shipping)  
OIL INDIA LIMITED  
15A Hemanta Basu Sarani  
2<sup>nd</sup> Floor  
Kolkata-700001  
India

India

Email : oilcalsh@oilindia.in

Fax No. 033-22302596

Email : oilcalmn@oilindia.in

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_

Fax No. :

Email :

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

**15.0 SUBCONTRACTING/ASSIGNMENT:**

- 15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
- 15.2 If against an order placed by OIL, successful bidder(s) (other than Micro / Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers 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 with prior consent in writing of the purchasing authority / engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.

**16.0 MISCELLANEOUS PROVISIONS:**

- 16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

- 16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 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.
- 17.0 Deleted
- 18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (as mentioned in forwarding letter) with validity of 3(three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's personnel will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.
- 20.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 21.0 **LIABILITY:**
- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.



- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 22.0 **INDEMNITY AGREEMENT:**
- 22.1 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/properly 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.
- 22.2 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/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 23.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.
- 24.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with Oil India Limited(or such other person or persons contracting through Oil India Limited).
- 25.0 **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 :-
- For non-completion of jobs assigned as per Section-II.
  - Contractor's indebtedness arising out of execution of this Contract.
  - 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.

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.

**26.0 APPLICABLE LAW:**

- 26.1 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 Kolkata.
- 26.2 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 Minimum Wages Act, 1948
  - b) The Oil Mines Regulations, 1984
  - c) The Workmen's Compensation Act, 1923
  - d) The Payment of Wages Act, 1963
  - e) The Payment of Bonus Act, 1965

- f) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- g) The Employees Pension Scheme, 1995
- h) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- (i) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- j) GST Act.
- k) Customs & GST Act.

- 27.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said work, or give out to any third person information in connection therewith.
- 28.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.
- 29.0 **ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 30.0 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.
- 31.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

**32.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**

- 32.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described. Request for payment /part payment to a third party i.e. to a party other than the contractor will not be entertained by OIL under any circumstances.
- 32.2 **MANNER OF PAYMENT:** All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 32.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.
- 32.4 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.
- 32.5 Contractor will submit 04 (Four) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment.
- 32.6 Invoice for the reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 32.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to one month) may occur.
- 32.8 Payment of mobilization charges wherever applicable shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.
- 32.9 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 32.3 above.
- 32.10 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 32.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

- 33.0 **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, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
  - (i) 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.

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

**END OF SECTION – I**

**SECTION-II**

**SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT**

**I. SCOPE OF WORK**

1. To follow up with steamer agent about the arrival of the vessel and to intimate OIL accordingly well in advance.
2. To collect the shipping documents from OIL and to take all advance action for preparing the Bill of Entry using the commercial invoice and B/L or AWB.
3. The contractor shall be responsible for collection of cargo arrival notice and final delivery order from carriers or their agents against payment and complete the necessary documentation for customs/dock clearance.
4. Contractor has to attend planning meeting organized by port authority nearer the time of arrival of the vessel.
5. To make all necessary payments to steamer agents for obtaining the final delivery order of the cargo.
6. To send draft copy of Bill of Entry to OIL before final entry of the same.
7. To arrange clarification of all queries raised by customs/dock immediately after obtaining approval of the same from OIL.
8. The contractor shall arrange locating of the cargo and present for customs examination and the packing & repacking including loading on the vehicle for further transportation to OIL's designated site.
9. The contractor has to arrange for customs preventive officer, warehouse/licensing yard if required and any other activity in connection with customs clearance of the cargo. To obtain leased land from Port Authority, of the designated port at OIL's cost.
10. The contractor has to arrange for insurance survey of the cargo as per tally sheet/packing list & reports thereof at the time of discharging from vessel as well as at the time of loading to our authorised transport carrier by OIL's designated insurance agency. The contractor also has to arrange for joint survey with coordination of the surveyor of the steamer agent wherever applicable. The cost towards insurance surveyor deputed by OIL will only be to OIL's account.
11. The contractor shall be required to obtain dock clearance of the cargo within rent free period subject to receipt of the discrepant free document.
12. The materials cleared by the contractor to be handed over to our authorised carrier for onward dispatch to its destination. Contractor shall endeavour to consolidate transportation of materials to optimize the transportation cost.
13. The contractor shall depute qualified person experienced in customs/dock handling jobs.
14. The contractor shall be responsible for loading/unloading of materials by providing required labour assistance and certified handling equipments like sling, hooks, turn buckles, lacing gear, shackles etc.
15. The contractor has to arrange for entry/gate pass of the vehicles to be deployed inside the port area if required for onward dispatch of the materials to its destination.

16. The contractor shall prepare and file all necessary and required documents with Customs, Port Authorities, Insurance Company and Steamer Agent and any other authorities concerned for clearance of the materials.
17. The contractor shall be responsible for safe handling and carriage of the cargo. Special care to be taken by the contractor at the time of loading/unloading of the materials without causing any damage.
18. The Contractor has to arrange for Landing payment to Port authority for which OIL will reimburse the same against documentary evidences.
19. The contractor's responsibility will cease once the entire materials are handed over to our authorized transporter.

## **II. SPECIAL CONDITIONS**

### **(A) ROLE AND OBLIGATIONS OF THE CONTRACTOR**

1. The Contractor shall render services as a professional consultant/adviser to OIL for all the jobs and matters connected with the works under this contract.
2. Contractor shall carry out and complete all parts of the services to the satisfaction of the company in a professional and proper manner with due diligence in every respect and within the resources estimates and program defined by company and regulations, procedures and instructions provided by the company.

The performance of the services is an absolute obligation for contractor and contractor undertakes to ensure such performance in accordance with the provision of the contract and with good professional standards.

Contractor acknowledges that time is the essence of the contract and contractor undertakes to make every effort to reduce to a minimum any standby of equipment used in conjunction with company's contractors.

3. Prior to the beginning of performance of the services, contractor shall indicate to company the name of its local representative, based in the designated ports who will be incharge of all contractor's personnel and shall be authorized to represent contractor and to acknowledge receipt in writing of company's instructions.

The local representative at the respective places shall coordinate contractor's activities performed under the contract. Such representative shall be entitles to sign, in the name and on behalf of contractor pertaining to the performances of the services. Contractor shall inform company if the local representative is changed.



4. Contractor guarantee for the whole duration of the contract that the personnel assigned to the performance of the services and the requisite experience and technical/functional capabilities in the position requested by the company.
5. Contractor personnel shall remain at all times and under all circumstances accountable to contractor who is solely responsible for the management and administration, accounting and social welfare terms of the employees assigned by him to the execution of the services.
6. Contractor shall be responsible for all direct and indirect cost concerning its personnel including but not limited to wages, allowances, insurance, training, taxes, paid holidays, cost of transportation, etc.
7. Contractor shall maintain stability of its key operational personnel assigned to the contract and shall not replace personnel without the consent of the company. In any event contractor hereby agrees that the replacement of such personnel, if any, shall not adversely affect the performance of the services in particular its schedule and quality.

Contractor agrees to replace at its own cost and within the shortest time upon company's written request, any of its personnel whose professional qualification or performance is considered insufficient or whose presence is considered undesirable for any reason whatsoever.

8. Contractor shall organize and ensure at its own cost, the transportation of its expatriate personnel from point of origin upto the designated port. Moreover contractor shall be fully responsible for the preparation of the administrative and customs formalities for its personnel.
9. Contractor guarantees that it shall perform the services in full compliance with all applicable laws and regulations and with all relevant industry practice and standards and shall ensure said compliance in all matters pertaining or ancillary thereto.
10. Contractor shall make available to company the equipment specified in schedule of work in good operational condition. Contractor shall replace all equipment which is out of service or faulty as soon as possible in the normal course of operations.
11. The contractor shall mobilize and demobilize its equipment at its own cost.
12. The contractor shall immediately inform company of any breakdown or faulty equipment which does not necessarily cause a stoppage of operations, but decrease the efficiency of the services, upon which contractor shall promptly carry out repairs, modifications or replacement of the faulty equipment.

13. CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to work and shall not, unless so authorized in writing by COMPANY, divulge or grant access to any information about the work or its result and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any reports, note and technical data relating to the operation/ work and not acquired by the COMPANY. The obligation is continuing one and shall survive after the completion/ termination of this agreement.
14. The contractor shall act as custodian in charge of all materials from the time these are cleared till these are finally dispatched to destinations, whether such material is stored at ports/airports, contractor's go-down or another place in the custody of the contractor and the contractor shall be fully responsible for their safe custody, storage and handling. Any loss suffered while the materials has been under the custody of the contractor shall be on contractor's account even though such material may be covered by insurance taken by OIL and the contractor shall be responsible to compensate OIL for the losses suffered by OIL.
15. For the purpose of operation of this Agreement, the holidays as observed by the designated Port Trust (for clearance of cargo from port area) and customs authorities (for customs clearance purpose) shall be recognized as closed holidays. Holidays declared by OIL or Contractor on days not so observed by Port Trust and Customs, as the case may be shall not be recognized. OIL as well as the contractor shall make arrangements to attend to the clearance work on such days.
16. The contractor shall maintain his office with telephone facility and keep a supervisor to co-ordinate the activities. Contractor's representative/supervisor shall visit OIL offices as required for co-ordination. Contractor shall provide contact telephone number (preferably Mobile Telephone Number) for communication.
17. The contractor shall be responsible to prepare the appeal documents properly to ensure that the same are *not* rejected for want of proper documents or for erroneous preparation / processing. Required permission / orders / clearance shall be obtained from component authorities by the contractor.
18. The contractor shall ensure that all the persons deputed by him in connection with the service arising out of this contract behave properly with OIL officials / officers and maintain proper discipline and office decorum. In case of any report by OIL about misbehavior or any act derogatory to office decorum etc. on the

PART of any representative of the contractor, the contractor shall be responsible to ensure that such person is not deputed for the work under contract.

19. Contractor is not entitled to modify in any respect the terms & conditions of the contract and whenever clarification is needed in such respect contractor shall report to company for appropriate instructions.
20. The contractor shall carry out the services within the framework of the program defined by company and agreed to by contractor.

**(B) SPECIFIC CONDITIONS**

1. OIL shall have the right to get any work in part or full carried out at the risk and cost of the Contractor, in case of any refusal and /or failure on the PART of the Contractor.
2. The mere mention of any item of work in this contract shall not confer any right on the contractor to demand work relating to all or any items of work under this Contract.
3. The Contractor shall render the services mentioned herein this Agreement and other auxiliary and/or incidental services as may be ordinarily required for operation of such contract the way of practices, customs, or usage and/or as prescribed by the law of the land.
4. The contractor shall perform all or any of the services detailed in and arising under this Agreement round the clock, whenever so required by the designated officer or his authorized representative without any additional remuneration.
5. The contractor shall do all acts and deeds as and when required and necessary for rendering services against this agreement whether expressly provided in this Agreement or not and whether directly related or incidental thereto. No extra charges shall be payable to the contractor for attending to all connected jobs and liaison work.
6. The contractor, immediately on receipt of work order, shall examine the work order and also see that all documents enclosed with the work order are complete for taking up the work. In case of any doubt, contractor shall take up the matter with the designated officer of OIL immediately but not later than the following day so that the deficiency if any, can be made good. Acknowledgement of work orders should be sent to OIL indicating the contractor's job number etc. for reference.
7. The contractor shall have to visit the office of all the carrier's agents and shall be responsible for collection of documents/information like cargo arrival notices, freight bills, invoices, packing lists and consignment notes

etc. as and when advised by OIL to do so. The contractor and/or his representative require visit OIL office to collect work orders as and when required.

8. Any losses suffered by OIL due to delay in completion of the job or losses/damage, caused to the material while handling and/or transportation under the contract shall be recoverable from the contractor. The contractor shall also be responsible to compensate OIL in full for any losses/damages caused by him or by his equipment.
9. In case of any delay or failure in carrying out any job assigned to the contractor under this Agreement, OIL may take alternative arrangements at the risk and cost of the contractor. The decision of OIL shall be final and binding in such cases.
10. Normally, the contractor shall receive the material in seaworthy/airworthy and acceptable packages from docks/airports fit for transportation by Air, Rail and/or road. In case the packages are found broken and / or damaged, the contractor, after completing port / steamer agent/insurance survey formalities, shall re-pack the materials so as to make it acceptable by transporters of OIL which will be reimbursed to the contractor as per payment clause.
11. The contractor shall be responsible to submit weekly status of all the pending jobs with him including bills of Lading received by him from OIL.
12. This Agreement and the operation under this Agreement as also any information, data or operation given or generated or performed under this Agreement shall be kept secret throughout the currency of the contract and at all times thereafter, by the contractor, its employees and its sub-contractors, if any and their employees. Any breach or disclosure thereof, may lead to termination of this Agreement by OIL besides, entitling OIL to take such remedial steps as may be necessary and required in this respect as against the Contractor, its employees, its sub-contractors if any, and their employees.
13. The contractor shall act as custodian in charge of all materials from the time these are cleared till these are finally dispatched to destinations or delivered to OIL's authorized transporter, whether such material is stored at ports, airports, contractor's go- down or another place in the custody of the contractor and the contractor shall be fully responsible for their safe custody, storage and handling. Any loss suffered while the materials has been under the custody of the contractor shall be on contractor's account even though such material may be covered by insurance taken by OIL and the contractor shall be responsible to compensate OIL for the losses suffered by OIL.

**(C) IMPORT OPERATIONS:**

- a. The contractor shall carry out import operation which will include the whole process of handling and clearing the consignment up to delivery to OIL's authorized transporter.
- b. The contractor shall prepare and file all necessary and required documents with the Customs, Port Authorities, Airport, Insurance Company and Steamer Agent, port Office and any other authorities concerned, for clearance of the materials.
- c. The contractor shall arrange for prior assessment of Bill of Entry immediately on filing of the Manifest by Steamer Agent with the Customs.
- d. The contractor shall effect clearance, of consignments received by Sea / Air by presenting the required documents before the customs and/or port authorities/airport authorities immediately on arrival of such consignments within the rent-free days. The contractor shall also ensure that payment of demurrage and/or other avoidable charges on consignments. In case any delay is found to be due to any fault of the Contractor; the demurrage / wharfage /port rent incurred in such cases shall be recoverable from the Contractor.
- e. The contractor shall ensure that conversion of foreign currency into rupee and levy of Customs duties has been correctly worked out by the Customs Authorities taking into account all the applicable notifications granting exemptions and /or concessions. In case of non-availability of required documents for availing exemptions and/or concessions the contractor shall be responsible to arrange clearance on provisional assessment by executing required bonds etc.
- f. The contractor shall ensure effective follow up of Bill of Entry from the time the B.E is filed with the Customs Authorities till the goods are dispatched or handed over to OIL as the case may be. Whenever, first check is ordered by the Customs Authorities or OIL, the same shall be got completed within two working days from the date so advised by the Customs Authorities. Any hold up for want of documents etc. shall be promptly notified in writing within 24 hours to the Designated Officer/ authorized representatives of OIL.
- g. The contractor shall obtain freight bill and delivery order from the Steamer Agents and prepare guarantees, bond and/or undertaking, if required and obtain signature of the Designated Officer of OIL / authorized representatives of OIL before berthing of the vessel. The contractor shall collect freight cheques / freight payment advice from OIL as soon as the vessel takes berth and obtain delivery order. The contractor shall submit in writing a daily

report of cases where delivery order could not be obtained for want of freight cheques or any other reason.

- h. The contractor shall endorse a certificate on the exchange control copy of each Bill of Entry to the effect that the Customs duty charged by the Customs Department is strictly in accordance with the technical explanation of the items and as per the tariff of the Customs Department including the applicable notifications granting exemptions and /or concessions.
- i. The contractor shall arrange for bonding under Section 49 or 59 and de-bonding the imported material as and when required by OIL and to comply with all Customs and other procedural formalities connected with bonding and de-bonding.
  - j. The contractor shall take action to ensure that there is no pilferage or loss of small valuable packages and arrange with Port for the storage of such packages immediately on discharge in lock fasts provided in the sheds.
- k. The contractor shall advise OIL's underwriter in writing for keeping watchman on all valuable consignments including but not limited to tyre-mounted equipment, vehicles, electronic items, machinery etc. which are vulnerable to pilferage till such time these items are cleared from the docks.
- l. The contractor shall check the consignment with invoice and packing list pertaining to respective bill of lading and ensure correctness of the same before clearance of the material.
- m. The contractor shall obtain passes/permits etc. from the respective authorities for the consignments to be cleared from Docks, keep account of the same, collect the endorsed Passes/Permits etc. from OIL and deposit the same to the respective Authorities for cancellation.
- n. The Contractor shall try vigorously to locate untraced packages. The traced packages shall be cleared after obtaining required permission from PORT and OIL, The demurrage, if any, levied shall be paid after obtaining specific written instructions from the Designated Officer. Claim for refund of demurrage paid shall be processed immediately in such cases.

**(D) LIABILITY OF CONTRACTOR FOR DEMURRAGE:**

- 1. The contractor shall endeavor and make all possible efforts to avoid payment of Port rent and clear consignment within the rent-free days. In case port rent is to be paid due to circumstances / reasons beyond control, all efforts shall be made to 'minimize the same. The efficiency / performance of the contractor will be watched, amongst other factors with reference to Port rent incurred.
- 2. The contractor shall submit explanation for port rent and / or any other penal charges incurred to OIL within 7(seven) days of such payment along with all port

vouchers and other relevant documents. OIL shall examine the explanation of contractor and assess responsibility for the same. The amount of port rent incurred due to fault, negligence, and lapse on the PART of the contractor shall be recoverable from the contractor in full. The decision of OIL in assessing/fixing the responsibility for recovery of such amount from the contractor shall be final and binding on the contractor.

3. The liability of demurrage shall be assessed on the basis of the following guidelines: -
  - a) The contractor shall arrange demurrage free clearance of consignments if complete set of valid shipping documents, including original Bill of Lading, Essentiality Certificate etc. are available with contractor, at least 5(five) working days prior to landing of the consignment.
  - b) When complete set of shipping documents as against (a) above is given to the contractor less than 5 (five) days prior to the landing of the consignment, the contractor shall try to clear the consignment free of demurrage charges and under any circumstances shall not take more than 6 (six) working days from the date of receipt of documents for completing all formalities and clearance including removal of consignments from the port.
  - c) In case where complete set of shipping documents as above against (a) is given to the contractor after the landing of the consignment, the contractor shall not take more than 8 (eight) working days for clearance including removal of consignments from the Port. However, in case of an invoice covering BTN items more than 40, two additional days for every 30 BTN items or PART thereof shall be allowed to a ceiling of maximum five additional days.
  - d) In case of incomplete/discrepant documents, contractor shall expedite processing by submitting bonds/guarantee as may be required. The contractor shall be responsible to complete the clearance including removal of consignment from the port within the time limit as specified above in (a) and (c).
  - e) If examination or inspection order is given, no extra time shall be allowed. In case of re-assessment of duty, difference in value, extra days shall be allowed over and above the time allowable as per merit of each case.
  - f) In case of surveys, no extra time shall be allowed.
  - g) In case of abnormal delay in clearance due to reasons beyond the control of contractor or OIL, extra days may be allowed by OIL on the application of the contractor explaining the reason. The decision of OIL shall be final and binding in this respect.
  - h) In cases where the Bill of Entry formalities are completed (up to the payment of Customs Duty) and the clearance is pending for want of original Bill of

Lading, the Contractor shall clear the consignment within 3(three) working days from the day when Bill of Lading is given to contractor.

**(E) LODGING OF CLAIMS:**

- a. The contractor shall be/responsible for completing all required documents as per rules and to lodge claims for damages, losses, refund of Customs duties and other charges in time. The contractor shall submit the copy of claim with relevant documents to OIL within 5(five) working days of lodging of the claim enabling OIL to pursue the claim further.
- b. The contractor shall secure extensions of time limit from the respective steamer agent / other concerned authorities, if required, and shall complete all formalities as per rules to ensure that interest of OIL regarding settlement of claim is safeguarded.
- c. The contractor shall lodge claims for refund of erroneous/excess/refundable payments on account of other charges within the permissible time limits and shall furnish copies of the claims to OIL for further persuasion and settlement.
- d. In case of any theft/pilferage or damage of materials while being carried / handled by the contractor, the contractor shall promptly lodge FIR with the concerned police authorities and shall also file claims with the concerned Underwriters. Copy of such report/claim lodged with the police/insurance co. shall be submitted to OIL within 24 hours of such happenings.
- e. The contractor shall arrange surveys and obtain required survey reports, certificates of short-landing/non-delivery/damage/repacking etc. and lodge claims with all concerned authorities viz. Customs, Designated Port Trust, Airport Authority of India, Underwriters, Carriers etc. for any material found damaged and/or short-landed/lost within permissible time limit as per rules. In case any consignment or material is noticed to be in broken or in doubtful condition/packing, such consignments shall not be cleared and taken delivery of without obtaining proper survey report.
- f. Any loss suffered by OIL due to any lapse on the PART of the contractor in lodging the claims correctly, timely and as per the rules and procedures, the same shall be recoverable from the contractor's bills and / or security deposit and /or the contractor shall have to pay to OIL for such losses.



- g. The contractor shall be responsible to provide copies of the claims lodged to OIL within two working days from the date of lodging of claims.

**(F) HANDLING:**

- a. The contractor shall arrange delivery of the consignments after clearance to OIL's authorized transporter and obtain acknowledgement on proper delivery challan indicating vessel name, B/L No. and date, Supply Order No., date of landing of the consignment, transport passes / sales tax particulars, information regarding survey sealing/open appraisalment/ re-packing etc. Sales Tax permission where applicable shall be handed over along with the delivery challan while delivering the consignment. The contractor shall not take any consignments after clearance to any other place / store of contractor unless with the written approval of OIL.
- b. The contractor shall provide sufficient numbers of handling equipment for speedy loading of the consignment on the vehicles placed by OIL's authorized transporter. No entry fee/ground rent of vehicles shall be paid, if any, charged by the Port / Airport Authorities.
- c. The contractor shall supervise all handling of materials such as loading/unloading from vessels, wagons, trailers, trucks and ensure that there is no loss, shortage, deterioration or damages to the consignment. If the contractor has to load/ unload the material then the contractor shall utilize proper handling/lifting equipment for the same.
- d. The contractor shall ensure safety and security of OIL's materials during the entire process of clearance and transportation till it is handed over to the authorized transporter as per the Work Order on proper acknowledgement or issue of RR, LR or BLs as the case may be. In case of any theft, pilferage, damage or loss of the material, while in the process of clearance, transportation and handling, the contractor shall be responsible to lodge FIRs and claims as may be required.
- e. OIL may at its sole discretion and without any obligation/responsibility arrange to provide trucks/trailers in the docks for direct transportation of consignments to ultimate consignee.

**(G)PERIODICAL REPORTS:**

The contractor will have to maintain registers / records, which shall be made available to OIL for inspection whenever required without any delay. The contractor shall submit to OIL for inspection whenever required without any delay. The contractor shall submit to OIL statements – on fortnight basis and

details in proforma as may be prescribed from time to time. If the contractor fails to maintain same it shall be taken as breach of contract and the contract will be liable for termination.

- a) A register indicating full particulars of work order received by them from OIL along with details of Bill of Lading, its number, vessel name, total quantity of materials, dispatch instructions and details of other documents received along with the work order such as Essentiality Certificate, packing list, Invoice etc.
- b) A register indicating the details of Bills of Entry/shipping bills filed by the contractor along with the date of such filing.
- c) Claim register indicating all the particulars regarding claims lodged on Customs / Port Authority/ Underwriters /Carriers/other agencies.
- d) A register giving full Particulars / accountability of the material/consignments indicating landing Particulars, clearance, dispatch and delivery.

**(H)The contractor shall:**

- a) Send report to OIL after clearance of import consignments indicating landing dates, demurrage incurred, dispatch details to our Transit Stores.
- b) Send to OIL complete B.Es. / Shipping Bills with Customs signed or attested 'invoice, packing list, Port vouchers etc. in respect of clearance done within seven days of the clearance of each consignment.
- c) Send to OIL a fortnightly report regarding details and status of consignments lying in licensing yard/bonded warehouse.

**(I)PAYMENT:**

- 1.1 OIL shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work, as per the price Schedule at **Proforma A**. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.
- 1.2 All Bills along with relevant supporting documents shall be addressed to General Manager- Kolkata Office, Oil India Limited, ICC Building, 4<sup>th</sup> Floor, 4 India Exchange Place, Kolkata - 700001.
- 1.3 In the event of any dispute in a portion or whole of any invoice, OIL shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

**1.4 OIL's right to question the amount claimed**

Payment of any invoice shall not prejudice the right of OIL to question the allow ability under this Agreement of any amounts claimed therein, provided OIL, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefore should OIL notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from OIL and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

**1.5 OIL shall pay as per the rates indicated in Schedule of Rates;**

- (1) AGENCY COMMISSION for obtaining customs/dock clearance for each sea consignment.
- (2) AGENCY COMMISSION for 'AIR CARGO CLEARANCE' for each air consignment.
- (3) Handling Charges for taking delivery of the cargo at hook point and subsequent loading/unloading charges to OIL's authorized transporter.
- (4) All payments towards custom duty, data entry charges payable to customs, freight, delivery charges, amendment charges, Port Charges viz. cranage, warfage, demurrage, forklift, crane, labour charges for de-stuffing, container movement and de-stuffing charges payable to steamer agents. AAI charges payable to third parties and not specially covered by the schedule of rates etc., will be initially paid by the clearing agent and it will be reimbursed to the clearing agent along with their agency fees. Claims should be supported by receipt and vouchers duly signed by the authorized person / agency.
- (5) REIMBURSEMENT of payments made on behalf of OIL to the Carriers (Air Lines or their Agents) On account of Freight, Delivery order/Documentation Fee, and Terminal/ Handling charges paid to A.A.I, and any other charges paid to Govt. or semi Government towards clearance on specific written advice of OIL as per actual.
- (6) Statutory taxes payable on OIL's material such as octroi duty / entry tax shall be initially paid by the Contractor and the same shall be reimbursed on production of original receipts, subject to admissibility.
- (7) The rates referred to in the schedule of rates include all expenses on account of establishment, staff, all taxes, permits, handling gears, lashing, packing, waterproof covering, stationery, conveyance, postage, telephones,

telexes, fax etc. including lashing and packing charges, if charged by the Port Packers Association or any other agency etc. OIL shall not be liable to pay any charges on any account for the services covered under this contract except the charges payable for the services as per the Schedule of Rates.

- (8) In case of clearance of consignment through Bond u/s 49 **or** Sec. 59 involving bonding/ de-bonding, the contractor shall be entitled to the normal agency commission payable as per schedule of rates. However, payment of transportation charges shall be regulated as per the Rate Schedule, for shifting of the consignment on actual basis.
- (9) Where stores are short-landed or landed but missing and thereafter they are cleared in adjustment. The completion of the formalities for such clearance will be regarded as a separate operation for the purpose of payment to the contractor, provided the same are cleared against a separate/fresh Bill of Entry.
- (10) The Schedules of Rates annexed herewith form an integral **PART** of this contract and are valid for the whole period of this contract as well as during extended period of contract if any. **No price escalation will be allowed under any circumstances during the period of validity of contract.**

(J) **INVOICING AND BILLING**

- a) The contractor shall submit his invoices in duplicate to OIL for each Bill of Lading/work order duly supported by Photostat copies of the relevant Bills of Entry / Shipping Bills duly acknowledged delivery challans etc. within 30 days of the delivery of the complete cargo. No PART bill/supplementary bill will be accepted except otherwise provided in specific clause under the contract. The invoices should be supported by details of total port rent /other charges paid, certificate regarding timely submission of explanation regarding port rent/other penal charges to OIL as well as submission of all port vouchers including signed invoices of Customs packing list, claims etc.
- b) The contractor shall submit their bills for actual or direct expenditure with original supporting vouchers as and when such expenses are incurred. If any such expenditure is considered unreasonable by OIL, the same may be disallowed and decision of OIL shall be final and binding.
- c) The payment against clear (undisputed) bills/invoices submitted by the contractor will be made by OIL within 30 (thirty) days from the date of submission of bill/invoices complete in all respect. The date of submission of invoices shall be the date when the invoice is received duly supported by all required certificates/vouchers in the manner prescribed by OIL from time to time. No interest shall be payable for any delay in payment. No advance

against anticipated hire charges is payable under any circumstances.

- d) Bills preferred after 3 (three) months from the date of expiry of the Agreement shall not be entertained and will be treated as time barred.

**(M) LIQUIDATED DAMAGES:**

- a) In case of any delay in the clearance of consignment from the airport / dock / customs beyond the free time allowed by AAI / Port Authority or other authorities, due to reasons attributable or fault of the contractor / their representatives, OIL shall recover from the contractor as Liquidated Damages by way of penalty at the rate of 1% of payable amount of agency commission for each day's delay in clearance of consignments subject to maximum of 15% of total payable invoice amount.
- b) **Liquidated Damages shall be recovered in addition to any other recoveries of losses / demurrage incurred due to the fault of the clearing agent mentioned in this contract.**
- c) If It is found that the loss / demurrage / detention / storage / warfage (CWC / CFS) Charge are purely due to the fault of the clearing agent, then the amount will be recovered from the pending bills of the clearing agent. The decision of OIL shall be final and binding in this regard and is agreed by both parties.
- d) OIL reserves the right to recover damages from any money which is due or going to be due to the contractor or from the security amount / bond deposited by the contractor.

**END OF SECTION-II**

\*\*\*\*\*

**Part-2**

**SECTION-III**

**SCHEDULE OF RATES**

- 1.0 Bidders must indicate rates in the prescribed Price Schedule Format (Proforma-A) for all categories of service.
- a. Bidders are requested to provide Item-wise SAC Code.

**Priced-Bid Format**

<b><u>Srl No.</u></b>	<b><u>Description</u></b>	<b><u>UOM</u></b>	<b><u>Qty.</u></b>	<b><u>Rate (INR) / %age</u></b>	<b><u>Total (INR)</u></b>
1.	Maximum Agency Commission charges for the services towards Customs/ Dock clearance for each Sea-shipment Cargo at Mumbai Port.	NO	10		
2.	Agency commission for the services towards Customs/ Dock clearance of the Cargo at Mumbai Port for estimated CIF value in <b>percentage (%)</b> .	INR	20,00,00,000/-		
3.	Charges for Handling of Cargo from Hook point to loading point on flat bed Trailer deployed for onward transportation to Rajasthan.	MT	750		
4.	Charges for Handling of Cargo from Hook point to loading point on Truck deployed for onward transportation to Rajasthan.	MT	38		
5.	Maximum Agency Commission charges for the services towards Customs clearance for each Air-shipment cargo at Mumbai Airport.	NO	05		
6.	Agency Commission charges for the services towards Customs clearance for Air-shipment cargo at Mumbai Airport for estimated CIF value in <b>percentage (%)</b>	INR	1,25,00,000/-		
Total Amount in Rs.					
7.	Minimum Agency Commission for services under <b><u>Serial no. 2</u></b> (in INR)				
8.	Minimum Agency Commission for services under <b><u>Serial no. 6</u></b> (in INR)				

**Notes:**

- (1) Quoted rates must be exclusive of GST.
- (2) All payments towards custom duty, data entry charges payable to customs, freight, delivery charges, amendment charges, Port Charges viz. crantage, wharfage, demurrage, forklift, crane, labour charges for de-stuffing, container movement and de-stuffing charges payable to steamer agents. AAI charges payable to third parties and not specially covered etc., will be initially paid by the clearing agent and it will be reimbursed to the clearing agent along with their agency fees. Claims should be supported by receipt and vouchers duly signed by the authorized person / agency.
- (3) REIMBURSEMENT of payments made on behalf of OIL to the Carriers (Air Lines or their Agents) On account of Freight, Delivery order/Documentation Fee, and Terminal/ Handling charges paid to A.A.I, and any other charges paid to Govt. or semi Government towards clearance on specific written advice of OIL as per actual.
- (4) Statutory taxes payable on OIL's material such as **octroi duty / entry tax** shall be initially paid by the Contractor and the same shall be reimbursed on production of original receipts, subject to admissibility.
- (5) The quoted rates shall include all expenses on account of establishment, staff, all taxes excluding GST, permits, handling gears, lashing, packing, waterproof covering, stationery, conveyance, postage, telephones, telexes, fax etc. including lashing and packing charges, if charged by the Port Packers Association or any other agency etc. OIL shall not be liable to pay any charges on any account for the services covered under this contract except the charges payable for the services as mentioned above.
- (6) Where stores are short-landed or landed but missing and thereafter they are cleared in adjustment. The completion of the formalities for such clearance will be regarded as a separate operation for the purpose of payment to the contractor, provided the same are cleared against a separate/fresh Bill of Entry.
- (7) Landing payment to Port authority for which OIL will reimburse the same against documentary evidences.
- (8) From the table above: **Payment against Serial No. 1 and Serial No. 2; Serial No. 5 and Serial No. 6 whichever is lower will be paid. Similarly, against Serial No. 2 and Serial No. 7; Serial No. 6 and Serial No. 8; whichever is higher will be paid.**



- (9) Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- (10) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.
- (11) The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual parameter, as the case may be.
- (12) Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total amount quoted for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding GST as per Price Bid Format.
- (13) Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- (14) The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- (15) Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

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**BID FORM**

**To  
GM-KO  
Oil India Limited,  
4 India Exchange Place,  
ICC Building, 4<sup>th</sup> Floor  
Kolkata - 700001  
West Bengal  
India**

Sub: Tender No. : \_\_\_\_\_

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for –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 ( ) days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum to be intimated in LOA and same to be submitted within ( ) days for the due performance of the Contract.

We agree to abide by this Bid for a minimum period of 75 days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**Name of the authorised signatory:**

**Name of the firm/service provider/bidder:**

**To be signed by Bidder's Authorized signatory**

**PROFORMA-D****STATEMENT OF NON-COMPLIANCE  
(Only exceptions/deviations to be rendered)**

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

2.0 In addition to the above, the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

**Name of the authorised signatory:**

**Name of the firm/service provider/bidder:**

**To be digitally signed by Bidder's Authorised signatory**

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

\*\*\*\*\*

**PROFORMA - E****FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. OIL INDIA LIMITED,  
4 India Exchange Place,  
ICC Building, 4<sup>th</sup> floor,  
Kolkata-700001  
West Bengal, India

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

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

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

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

This guarantee is valid until the -----day of ----- (calculated at 90 days after Contract completion date).

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

## A. Issuing Bank:

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

## B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date .....

Place \_\_\_\_\_

**PROFORMA-F****SAMPLE FORM OF AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, 4, India Exchange Place, ICC Building, 4<sup>th</sup> Floor, Kolkata 700001, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- |                 |   |
|-----------------|---|
| (a) Section-I   | indicating the General Conditions of this Contract;           |
| (b) Section-II  | indicating the scope of work, Special conditions of contract; |
| (c) Section-III | indicating the schedule of rates;                             |

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

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

IN WITNESS thereof, each party has executed this contract at Kolkata, West Bengal as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA LETTER OF AUTHORITY**

TO

**GM (Kolkata Office)**

Oil India Ltd.,  
4 India Exchange Place,  
ICC Building, 4<sup>th</sup> floor,  
Kolkata-700001  
West Bengal, India

Sir,

**Sub: OIL's IFB No.**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**AUTHORISATION FOR ATTENDING BID OPENING**

TO

Date: \_\_\_\_\_

**GM (Kolkata Office)**

Oil India Ltd.,  
4 India Exchange Place,  
ICC Building, 4<sup>th</sup> floor,  
Kolkata-700001  
West Bengal, India

Sir,

**Sub : OIL's IFB No.**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.



Tender issued to following parties only:

1. M/s CARE CONTAINER LINES PVT. LTD., KOLKATA
2. M/s AKSHAR LOGISTICS PVT. LTD., KOLKATA
3. M/s CHANDRA SHIPPING & TRADING SERVICES, Andhra Pradesh
4. M/s BABAJI SHIVRAM CLEARING & CARRIERS PVT. Ltd, MUMBAI
5. M/s BOLLORE LOGISTICS INDIA LIMITED, KOLKATA
6. M/s BALMER LAWRIE & CO. LTD., KOLKATA
7. M/s EMU LINES PVT. LTD, KOLKATA
8. M/s PANALPINA WORLD TRANSPORT(I) PVT LTD., KOLKATA
9. M/s Hellmann Worldwide Logistics I Pvt. Ltd., KOLKATA