



**ऑयल इंडिया लिमिटेड**  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुलियाजान, 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. ....

Description: TENDER NO-**KCO 9834 L19/06** for “HIRING OF SERVICES FOR TRANSPORTATION OF EXPLOSIVES FROM CHENNAI AIRPORT TO DULIAJAN, ASSAM BY ROAD BY EXPLOSIVE VANS OF 500 KG (MINIMUM) OR EQUIVALENT CAPACITY / 1500 KG (MINIMUM) OR EQUIVALENT CAPACITY WITH TWO ARMED ESCORTS PER VAN.

Dear Sirs,

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 TRANSPORTATION OF EXPLOSIVES FROM CHENNAI AIRPORT TO DULIAJAN, ASSAM BY ROAD BY EXPLOSIVE VANS OF 500 KG (MINIMUM) OR EQUIVALENT CAPACITY / 1500 KG (MINIMUM) OR EQUIVALENT CAPACITY WITH TWO ARMED ESCORTS PER VAN**”. 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>KCO9834 L19/06 DATED 21.11.18</b>
(ii)	Type of Bidding	:	<b>COMPOSITE BID</b>
(iii)	Bid Closing Date & Time	:	<b>(03.12.2018at 14.00 Hrs. IST)</b>
(iv)	Bid Opening Date & Time	:	<b>(03.12.2018 at 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 opening</b>

(vii)	Amount of Performance Security	:	<b>10% of contract value.</b>
(vii)	Validity of Performance Security	:	90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any).
(ix)	Duration of the Contract	:	4 (FOUR) MONTHS WITH THE PROVISION FOR EXTENSION BY ANOTHER 02 (TWO) MONTHS IF REQUIRED AT THE SAME RATE, TERMS AND CONDITIONS <b>at OIL's option.</b>
(x)	BIDS to be submitted		GM-KOLKATA OFFICE, OIL INDIA LIMITED 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 <sup>TH</sup> FLOOR, KOLKATA – 700001, INDIA
(xi)	Location of work/service		CHENNAI AIRPORT TO DULIAJAN, ASSAM BY ROAD.

2.0 Bidder are advised to fill up the **Undertaking of authenticity of information/documents submitted (Annexure- K)** given in this bidding document and submit the same along with the technical bid.

3.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance/non compliance to all the NIT terms and conditions of NIT.

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

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

Aparajita Gogoi  
Sr. Manager Materials  
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, 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-C**)

(i) Performance Security Form (**Proforma-E**)

(j) Sample form of agreement Form (**Proforma-F**)

(k) Proforma Letter of Authority (Appendix-V)

(l) Authorisation for attending Bid Opening (Appendix-VI)

(m) **Undertaking of authenticity of information/documents submitted (Annexure- K)**

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 V**) 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-C** 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 **appendix VI**) 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.

**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 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.

29.0 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.

**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 **four months from the date of commencement of the Contract. The Contract may be extended upto another two month or lesser** period at the option of the Company at the same rates, terms and conditions.
- 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 pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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**

GM (Materials)  
OIL INDIA LIMITED  
Kolkata Office  
4 India Exchange Place,  
ICC Building, 4<sup>th</sup> Floor,  
Kolkata – 700001  
India  
Fax No. 033-22302596

**b) For technical matters**

Dy. General Manager (Shipping)  
OIL INDIA LIMITED  
15A Hemanta Basu Sarani  
2<sup>nd</sup> Floor  
Kolkata-700001  
India  
Email : [oilcalsh@oilindia.in](mailto:oilcalsh@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 \_\_\_\_\_ (being 10% of estimated Contract Price) 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 :-
- a) For non-completion of jobs assigned as per Section-II.
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.
  - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
  - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
  - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
  - g) Damage to another Contractor of Company.
  - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
  - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

**Section -I (A):**

**1) 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. 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-Profitsteering 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 SECTION - I**

**SECTION-II**

**SCOPE OF WORK / SPECIAL CONDITIONS OF CONTRACT**

1) The bidder must have Explosive Vans of required capacity to be engaged for transportation of explosive cargo with valid license for transportation of explosives for a minimum period of SIX MONTHS from the date of bid opening. Documentary evidences must be provided in this respect along with the bid.

Capacity: Minimum 02 (Two) Nos. of 1500 Kg (Minimum) or equivalent capacity Explosive Van (s) and 02 (Two) Nos. of 500 Kg (Minimum) or equivalent Capacity Explosive Vans.

2) The bidder must provide 02 (Two) No. Armed Escorts per Explosive Van from loading point of Explosives till unloading of Explosives at OIL's Explosive Magazine at Duliajan, Assam (including transportation period). The Two Armed Escorts should be present during loading of explosives at the Chennai Airport and also during un-loading at OIL's Explosive Magazine at Duliajan, Assam. The Armed Escorts must escort the Explosives loaded in the Explosive Van during the transportation of the explosive consignments from the Chennai Airport (loading point) to OIL's Explosive Magazine at Duliajan, Assam (unloading point) as per guidelines of Government of India Explosive Act, 2008 & subsequent notifications.

3) The Bidder will be given 7 (Seven)days advance notice to place the Explosive Van (s) at the Chennai Airport to receive the Explosive (s) from OIL's authorised person and transport the same by road to OIL's Explosive Magazine at Duliajan, Assam. Failure to place the Explosive Van (s) at the Chennai Airport on the stipulated date, the bidder will pay the airport demurrages & other charges additionally incurred by OIL due to non-placement of the Van (s) in time.

4) The Bidder shall be the sole custodian of the Explosive consignments delivered to them and shall be held responsible for any act against law after handing over the said consignment(s) at the Chennai Airport to till delivery of consignment at explosive magazine of OIL, Duliajan, Assam.

5)The bidder shall have to intimate respective Administrative Authority of the States enroute for carrying the explosives consignments and obtain clearance required, if any.

6) The bidder shall be responsible for issuing Consignment Note duly signed & stamped immediately on receipt of explosives at the Chennai

Airport & before starting the journey for Duliajan, Assam. The same shall be handed over to our authorised person (s) at Chennai Airport.

7) The bidder shall ensure and shall be responsible for issuing proper authorization letter in their company letter head (duly sealed & signed by their authorised person) to the driver of each explosive van to receive the explosive consignment at Chennai Airport for onward transportation to Duliajan, Assam. OIL's representative at the Chennai Airport will retain the original authorisation letter (s) from the driver (s) of the explosive van (s) while handing over the explosives.

8) The bidder shall ensure that all licences from concerned authorities shall be valid and well in place during the round trips required for transportation of Explosives.

9) The bidder must intimate daily status of explosives under transportation from the Chennai Airport (loading point) to OIL's Explosive Magazine at Duliajan, Assam to OIL's Shipping Office, Kolkata by email (Email Id: oilcalsh@oilindia.in).

10) Delivery Period / Transportation Time: Time is the essence of the contract. The Bidder must ensure that the delivery of the explosives at OIL's Explosive Magazine at Duliajan, Assam must be completed within 30 days from the date of receipt of explosives/issue of consignment note at the concerned airport.

11) Bidder have to provide 02 (Two) working day Free time at Loading Point and 02 (Two) working day Free time at Unloading Point of Explosive Vans. Reporting time will be calculated if the Explosive Vans report between 7.00 AM to 11.00 AM from Monday to Saturday at Loading Point (Chennai Airport) and 7.00 AM to 11.00 AM from Monday to Friday at Unloading Point at Duliajan, Assam. Detention charges for Explosive Van report after 11.00 AM will be counted from 7.00 AM of next working day.

12) Liquidated Damage: Liquidated damage @ 1/2% (Half percent) of the total freight charges payable against a particular consignment per week or part of week will be charged for delay beyond transportation time (as mentioned against Para-10 above) for first 4(Four) weeks. In case of delay beyond 4(four) weeks, Liquidated Damage will be applicable @ 1 % (One percent) per week subject to a maximum of 7.5 % (Seven & half percent).

13) The bidder must abide all the Safety and Security measures/rules/guidelines in connection with transportation of Explosives framed by Government of India and other statutory bodies during their custody / transportation & till delivery of the same at OIL's Explosive Magazine at Duliajan, Assam.

14) The bidder shall quote lump sum charges as per the "PRICE BID FORMAT". Breakup of actual Cost of Transportation of Explosives, Cost of Two Armed Escorts and IGST shall be provided for each line items of the "PRICE BID FORMAT".

15) The Bids will be evaluated based on the total quoted price of the 04 (Four) items given in the "PRICE BID FORMAT" which is the estimated requirement for the period of FOUR months.

16) The bidders quoted rate shall be corresponding to the HSD rate prevailing as on the bid closing date (at Kolkata).

17) In the event of any change in the rates of HSD, the rates shall be calculated as follows:

i) For every 1% of increase or decrease of HSD price at Kolkata, the freight rates will be increased or decreased, as the case may be by 0.3%.

ii) The above changes in freight rates will be applicable only if the HSD price variation is Re 1.00 (one) or more.

18) The round trips mentioned in the "PRICE BID FORMAT" is the estimated requirement.

19) The bidder shall abide to all the statutory requirements & terms and conditions required for transportation of Explosives as per the Govt. Of India, Explosive Act / notification (s) thereto.

20) Payment will be made 100% on submission of actual/undisputed bills, HSD filling bill/proof, consignment notes of the trips duly certified/receipted by User Dept. in Duliajan mentioning the release time & date of the vans, quantity received after unloading of the Explosives in full at the Explosive Magazine of OIL, Duliajan, Assam.

**END OF SECTION-II**

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**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.

**PRICE BID FORMAT**

Bidders must indicate charges in the prescribed Price Bid Format (Proforma-A) in the following manner:

<b><u>Sl. No.</u></b>	<b><u>Description of Service</u></b>	<b><u>Unit Rate</u></b> <b>(in Rs)</b>	<b><u>Qty and UOM</u></b>	<b><u>Amount</u></b> <b>(in Rs.)</b> <b>= (QtyX Unit rate)</b>
<b>1</b>	<b>(A)</b> TRANSPORTATION CHARGE OF EXPLOSIVES FROM CHENNAI AIRPORT TO DULIAJAN, ASSAM BY ROAD BY EXPLOSIVE VAN OF 500 KG (MINIMUM) OR EQUIVALENT CAPACITY		4 Trip	
	<b>(B)</b> COST OF 02(TWO) ARMED ESCORTS FOR ABOVE SERVICE	<b>(cost of 2 nos armed escorts to be shown as unit rate)</b>	4 Trip	
<b>2</b>	<b>(C)</b> TRANSPORTATION CHARGE OF EXPLOSIVES FROM CHENNAI AIRPORT TO DULIAJAN, ASSAM BY ROAD BY EXPLOSIVE VAN OF 1500 KG (MINIMUM) OR EQUIVALENT CAPACITY		04 Trip	
	<b>(D)</b> COST OF 02(TWO) ARMED ESCORTS FOR ABOVE SERVICE	<b>(cost of 2 nos armed escorts to be shown as unit rate)</b>	04 Trip	
<b>7</b>	<b>(E)</b> DETENTION CHARGES PER EXPLOSIVE VAN OF 500 KG CAPACITY PER DAY BEYOND THE FREE TIME OF TWO WORKING DAYS FOR EACH OPERATION OF LOADING / UNLOADING OF EXPLOSIVE VANS		8 Day	
<b>8</b>	<b>(F)</b> DETENTION CHARGES PER EXPLOSIVE VAN OF 1500 KG CAPACITY PER DAY BEYOND THE FREE TIME OF TWO WORKING DAYS FOR EACH OPERATION OF LOADING / UNLOADING OF EXPLOSIVE VANS		8 Day	
<b>Total Amount in Rs.</b>				<b>(A+B+C+D+E+F)</b>

**Note:**

- 1.0 The round trips mentioned above is the estimated requirement for the period of 04 (four) months.
- 2.0 Please quote your charges in the price bid format excluding GST.
- 3.0 Bids will be evaluated based on total quoted price of all the 4 items i.e. total amount mentioned in the price bid format.

NAME OF CONTRACTOR .....

\*\*\*\*\*

**BID FORM**

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

**Sub: IFB No. CKI**

*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 the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

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

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

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

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

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

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

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

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

**(To be digitally signed by Bidder's Authorized signatory)****PROFORMA-C**

**STATEMENT OF NON-COMPLIANCE (IF ANY)**  
**(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>

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

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

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

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

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

**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****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 Terms & Condition;
- (d) 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.

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

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

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

To,  
The General Manager-Kolkata Office  
Oil India Limited  
Kolkata

**Sir,**

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

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

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

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**Tender no. KCO 9834L19/06 for TRANSPORTATION OF EXPLOSIVES FROM CHENNAI AIRPORT TO DULIAJAN, ASSAM has been issued to following vendors:**

1. ALBARIN EXPLOTECH PVT LIMITED,  
2ND FLOOR, DUTTA COMPLEX, NEAR VIJAYA BANK  
KHANNAPARA, GUWAHATI-781028, ASSAM
2. M/S. R. L. PODDAR  
PODDAR COMPLEX, HOUSE NO: 14, FOREST GATE,  
NARENGI, GUWAHATI-781026, ASSAM
3. M/S. INDIA EXPLOSIVES  
4-B, LITTLE RUSSEL STREET,  
KOLKATA – 700071
4. M/S. BHARAT EXPLOSIVES  
DAMODARPUR, PO: NANDI,  
DIST: BURDWAN (W.B.) PIN: 713344
5. M/S. SUKHDEV EXPLOSIVES PRIVATE LIMITED  
184, FIRST FLOOR, A. P. M. C. COMMERCIAL COMPLEX,  
NEW SARDAR MARKET, PUNA KUMBHARIA ROAD,  
SURAT (GUJRAT), INDIA  
PIN CODE:395010