



Date: 12.02.2017

FORWARDING LETTER

Tender No. : CJI3800P17 for Transportation of explosives

- 0.0 Rajasthan Project of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Project Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.
- 1.0 In connection with our Invitation of Bids, we enclose a complete set of Bid Document covering our Tender for Transportation of explosive cargo by suitable Explosive vans (one no of small van, one no. of medium van and one no of big van) from Jorajan/Duliajan, Assam to Hamira, Jaisalmer, Rajasthan and vice versa with armed escort. Transportation of Explosives from designated place in Assam to Hamira, Rajasthan is expected to be made twenty(20) times in one no of small van, six(06) times in one medium size van & four (04) times in one big van only during the contract period of four(04) years. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

i)	OIL's Tender No.	:	CJI3800P17
ii)	Tender Fee	:	INR 1,000.00 (PSUs and SSI Units registered with NSIC are exempted).
iii)	Type of Bid	:	Single Stage Two Bid System
iv)	Bid Closing Date & Time	:	21.03.2017 at 11.00 hrs (IST)
v)	Tech. Bid Opening Date & Time	:	21.03.2017 at 15.00 hrs (IST)
vi)	Bid Opening Place	:	Office of Chief Manager (M&C), Oil India Limited, Jodhpur, Rajasthan
vii)	Bid Validity	:	120 days from Bid Closing Date
viii)	Amount of Bid Security	:	INR 2,10,000.00 (Non- interest bearing)
ix)	Validity of Bid Security	:	210 days from Bid Closing Date
x)	Amount of Performance Security	:	10 % of the Estimated Annual Contract Value

- 3.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,
OIL INDIA LIMITED
(Anita Dam)
CHIEF MANAGER (M&C)
FOR GM- SERVICES (RP)
For EXECUTIVE DIRECTOR(RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Two Bid System for its RAJASTNAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/iri/portal>

- 1.1 **Tender No.** : CJI3800P17
- 1.2 **Bid Closing Date & Time** : 21.03.2017
: (11:00 Hrs. IST)
- 1.3 **Tender Fee** : INR 1,000.00
- 1.4 **Bid Security** : INR 2,10,000.00 (Non- interest bearing)

2.0 **Description of Services:**

- 2.1 Transportation of explosive cargo by suitable Explosive vans (one no of small van, one no. of medium van and one no of big van) from Jorajan/Duliajan, Assam to Hamira, Jaisalmer, Rajasthan and vice versa with armed escort. Transportation of Explosives from designated place in Assam to Hamira, Rajasthan is expected to be made twenty(20) times in one no of small van, six(06) times in one medium size van & four (04) times in one big van only during the contract period of four(04) years. Requirement for Transportation of Explosive is mostly from Jorajan/Duliajan, Assam to Hamira, Jaisalmer, Rajasthan. However, during currency of the Contract, OIL may require to Transport explosives from Hamira, Jaisalmer, Rajasthan to Jorajan/Duliajan, Assam also. The Contactor is required to Transport explosives from Jorajan/Duliajan, Assam to Hamira, Jaisalmer, Rajasthan and vice versa with armed escort at the same rate, terms and conditions on as and when required basis.

3.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

- 3.1 To participate in OIL's E-procurement tender, Bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 3.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 3.3 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.

3.4 **EXEMPTION OF TENDER FEE:**

- 3.4.1 If the Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and 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.

- 3.4 Public Sector Units (PSU) are also exempted from payment of tender fee.
- 3.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, Bidders may contact Mr. B. Bharali, Sr. Manager (ERP-MM) at erp_mm@oilindia.in, Ph.: 03742807192/7171.
- 4.0 Bidders to take special note of the following conditions:
 - 4.1 Against Tender Fee ó Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.
 - 4.2 Against Bid Security/EMD/Performance Bank Guarantee ó Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- 5.0 OIL reserves the right to refuse issue of Pass Word to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 6.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

1.1 Prospective Bidders may interact with Company's Geosciences Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

A. BIDDING DOCUMENT / TENDER DOCUMENT

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

(a) A forwarding letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Bid closing date and time.
- (iii) Bid opening date, time and place.
- (iv) The amount of Bid Security.
- (v) The amount of Performance Security

- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) Conditions of Agreement (Section III)
- (e) Scope of Work/ Special Conditions of Contract (Section-IV)
- (f) Bid Form & Price Schedule Details (Section-V)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VI)
- (h) Declaration of Particulars of Relatives Working in OIL (Section VII)
- (i) The Bid Security Form (Section- VIII)
- (j) The Performance Security Form (Section- IX)
- (k) Proforma I , Compliance Statement
- (l) Proforma II , Price Schedule/ Price Bid Format
- (m) Proforma III, Integrity Pact document
- (n) General HSE Points (Appendix-A)
- (o) Procedure for obtaining labor license (Appendix-B)

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

3.0 AMENDMENTS TO BIDDING DOCUMENT:

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

3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab 'Amendments to Tender Documents'. Prospective Bidders shall be intimated about the amendments

through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 SUBMISSION OF BID:

The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL&S e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under “**Technical RFX Response**” Tab only. Bidders to note that no price details should be uploaded in “Technical RFX Response” Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the “Tendering Text” in the attachment option under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (C)-Commercial Criteria.

Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw

RFX Response Number: 60006452 | RFX Number: TEST2 | Status: Su | RFX Response: RFX Response

RFX Owner: WIPRO_TEST1 | Total Value: 0.00 INR

RFx Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 | 90% against despatch+10% after receipt

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid fr
The table does not contain any data			

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Technical/ Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check Technical RFX Response | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFx Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning ▲ | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on "EDIT" Mode

Area for uploading Technical/ Unpriced Bid*

Area for uploading Priced Bid**

Note :

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

** The "Priced bid" must contain the price schedule and the Bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

6.0 DOCUMENTS COMPRISING THE BID:

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID

- Complete technical details of the services etc.
- Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section 6 VI.
- Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- Statement of compliance as per Proforma 6 I
- Bid Form & Price Schedule Details as per Section 6 V **and** Price Schedule Format/Schedule of Work as per Proforma 6II **without** indicating prices.
- Duly Signed **Integrity Pact** as per Proforma 6 III
- Declaration of Particulars of Relatives Working in OIL as per Section 6VII.
- All other Annexure, Proforma and Documents as required in the Tender

(B) PRICED BID

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

- Bid Form & Price Schedule Details as per Section 6 V **and** Price Schedule Format/Schedule of Work as per Proforma 6II indicating prices.

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.0 **BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide as per Section 6 V.

7.0 **BID PRICE:**

7.1 Prices must be quoted by the Bidders in Indian Rupees (INR) strictly as per format (Proforma 6 II) available in OIL's E-Portal in 6 Notes & Attachment 6 Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.

7.3 **Bidder must note that Service Tax will be extra to OIL's Account. However, applicable service tax must be indicated separately.**

All other duties and taxes including Corporate income taxes and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly.

8.0 **CURRENCIES OF BID AND PAYMENT:**

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**

These are listed in Bid Rejection Criteria vide Section 6 VI of the Bidding document.

10.0 **BID SECURITY:**

10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number (CJI3800P17) and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of Bid Security should also be uploaded along with the un-priced Technical Bid on e-portal.

10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".

10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.

10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-

- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VIII for the format) and valid for **90 days beyond the validity of the Bid**. The bank guarantee should be so endorsed that it can be invoked at

the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.

- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.
 - (c) If any Bidder furnishes any fraudulent document.

NOTE: Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

C. SUBMISSION OF BIDS:

13.0 ONLINE SUBMISSION:

13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.

- 13.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the öun-pricedö bid folder.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using öClass 3ö digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of öClass-3ö with Organization name, the bid will be rejected.
- 13.5 The Tender is invited under SINGLE STAGE TWO-BID SYSTEM. Therefore, the Bidder has to submit both the öTECHNICALö and öCOMMERCIALö bids through electronic form in OIL's e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Commercial Bid Format.
- 13.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User -> Technical Bid Tab Page only. Please go through the help document provided in OIL's e-Portal in details before uploading the document.

NB : All the Bids must be digitally signed using öClass-3ö digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 13.7 **The Integrity Pact is applicable against this Tender.** **Integrity Pact :** The Integrity Pact as per format enclosed vide Proforma-III must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.
- 13.7.1 OIL has appointed Shri Rajiv Mathur, IPS(Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent External Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:
1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : rajivmathur23@gmail.com
 2. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID : satyanandamishra@hotmail.com
- 13.8 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening

must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Other documents required to be submitted in original as per tender requirement, if any.

14.0 DEADLINE FOR SUBMISSION OF BIDS :

14.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

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

15.0 EXTENSION OF BID SUBMISSION DATE/TIME:

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

16.0 FORMAT OF BID SUBMISSION:

16.1 Bids to be submitted online at OIL& E-PORTAL. Detailed instructions are available in öHELP DOCUMENTATIONö in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.

16.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.

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

17.0 LATE BIDS:

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS :

18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

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

18.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder

shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six(06) months to two(02) years as the case may be as per Company's Banning Policy.

19.0 BID OPENING AND EVALUATION

19.1 Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-IV) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only Technical RFX Response will be opened. Bidders therefore should ensure that technical bid is uploaded in the Technical RFX Response Tab Page only in the E-portal.

19.2 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.

19.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

19.5 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.

19.6 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 way 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.

19.7 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.

19.8 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.

20.0 OPENING OF PRICED BIDS:

20.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

20.2 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.

20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

21.0 EVALUATION AND COMPARISON OF BIDS :

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

22.0 CONTACTING THE COMPANY :

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

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

D. AWARD OF CONTRACT

23.0 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.

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

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

25.0 NOTIFICATION OF AWARD:

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

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

26.0 PERFORMANCE SECURITY:

26.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of total evaluated annual contract cost) specified in the Forwarding Letter in the performance Security Form as provided in

the Bidding Document (Ref. Section ó IX) or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

26.2 The performance security specified above must be valid for ninety (90) days beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security for the extended period and also to extend the validity of the performance security accordingly.

26.3 Failure of the successful bidder to comply with the requirements of para 25.1 or 25.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

INVOCATION OF PERFORMANCE BANK GUARANTEE

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

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

SIGNING OF CONTRACT:

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

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

OTHER CONDITIONS :

28.1 Employees of Oil India Limited are prohibited from quoting against this Tender and also from getting others to quote on their behalf against this Tender.

28.2 Any dispute arising out of this Tender will be subject to the jurisdiction of the court at Jodhpur.

28.3 Oil India Limited (OIL) reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be final.

28.4 The bidders must declare the particulars of their relatives, which include spouse, sons/daughters/brothers/sisters/first uncles/cousins and their spouses working with OIL INDIA LIMITED, if any, in the enclosed format (Section-VII).

28.5 If there is any discrepancy in the Price Schedule between the unit price and the

total price (as quoted by the bidders) that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price should be corrected accordingly. If there is discrepancy between word and figures, the amount in words will prevail.

29.0 EFFECTIVE DATE AND DURATION OF CONTRACT_:

29.1 The contract shall become effective as of the date the Company (OIL) notifies the contractor that they have been awarded the contract and it shall remain in force for a period of Four(04) years from the date of Letter of Award (LOA) of the contract.

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

31.0 General Health, Safety and Environment aspect will be as per terms set forth in Appendix A.

32.0 Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in Appendix-B.

33.0 SET OFF CLAUSE :

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

(END OF SECTION – II)

CONDITIONS OF AGREEMENT

written.

FOR & ON BEHALF OF CONTRACTOR
M/s/ í í í í í í í í í í í í í í ..

Signature : _____

Name : _____

Designation : _____

FOR & ON BEHALF OF COMPANY
M/s. OIL INDIA LIMITED

Signature : _____

Name : _____

Designation : _____

IN THE PRESENCE OF

Signature : _____

Name : _____

IN THE PRESENCE OF

Signature : _____

Name : _____

(END OF SECTION – III)

SECTION – IV

SCOPE OF WORK/SPECIAL TERMS & CONDITIONS

SCOPE OF WORK:

Transportation of explosive cargo by suitable Explosive vans (one no of small van, one no. of medium van and one no of big van) from Jorajan/Duliajan, Assam to Hamira, Jaisalmer, Rajasthan and vice versa with armed escort .Transportation of Explosives from designated place in Assam to Hamira, Rajasthan is expected to be made 20 times in one no of small van, 6 times in one medium size van & 4 times in one big van only during four(04) years contract period. The Contactor is required to Transport explosives from Jorajan/Duliajan, Assam to Hamira, Jaisalmer, Rajasthan and vice versa with armed escort at the same rate, terms and conditions on as and when required basis.

1.0 SPECIAL TERMS & CONDITIONS:

1.1 The contract shall become effective as of the Date Company notifies Contractor in writing that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date.

1.2 The Contract shall remain valid for Four(04) years period.

1.3 Notwithstanding Clause 1.2, the contract may be terminated at any time by either party by giving 90 days notice to other party.

1.4 The Company reserves the right to enter into one or more parallel contracts for the same service during the tenure of the contract.

2 : CONTRACTOR'S RESPONSIBILITIES

2.1 The Contractor shall take custody of all consignments offered by or on behalf of the company for carriage at various destinations promptly.

2.2 Normally 4 to 5 days notice will be given by the Company to the Contractor for placing suitable vehicles at designated place. In case of any delay beyond the above period, the Company shall be at liberty to deduct any demurrage incurred in clearance of the Explosives. The Company may also make alternative arrangements for the carriage of the goods and any extra cost incurred by the Company in making such alternative arrangements shall be recovered from the Contractor.

2.3 For all the explosive cargo, as may be entrusted by or on behalf of the Company to the Contractor for carriage, the Contractor shall accept full responsibility and liability in accordance with the provisions of the Carrier's Act, 1865 / Explosives Act as amended from time to time and or any other applicable laws in force.

2.4 The above provisions shall not in way affect or detract from the obligations of the Contractor under various clauses of this contract.

2.5 Necessary license / Entry permit or any other permission from competent authority for transportation of explosives shall be arranged by the Contractor.

2.6 The Contractor shall be responsible for any loss whatsoever caused including loss suffered as a result of any criminal activities by their servants and/or agents and/or by any other person.

2.7 The Contractor shall be solely responsible for any accident or death howsoever caused, to their servants and/or agents workmen and/or any other persons concerned during the carriage of cargo on behalf of the company and all damages and/or compensations payable for such accidents or death either under Workmen Compensation Act, the Fatal Accident Act or any other enactment for the time being in force, shall be payable by the Contractor. In the event of any such claim being satisfied by the Company, the Contractor shall reimburse the Company in full in respect thereof.

2.8 The Contractor shall also be solely responsible for the payment of the salaries or wages of their employees, servants and/or agents and workmen and in the event of such salaries or wages being paid by the company, the Contractor shall reimburse such amount to the Company.

2.9 The Company shall not be responsible for any damage caused to the Contractor's vehicles/equipment, for any other reasons whilst on service to the Company.

2.10 The Contractor will be responsible for repairing or making good the loss or any damage done by their vehicles, etc. to Company's properties or properties belonging to others in course of handling of the company's materials.

2.11 The vehicle carrying explosives should be provided with adequate armed escort during to and fro movement between well logging department, Duliajan, Assam to Hamira, Dist. Jaisalmer, Rajasthan and vice-versa.

3 : DELIVERY OF CONSIGNMENT AT DESTINATION

3.1 The Contractor shall ensure prompt delivery of all the consignments at the advised destinations in a most expeditious manner from the date of handing over the consignments by the Company. In any case, the consignment must be delivered within maximum of 15 days from date of handing over.

3.2 In case of any default in maintaining the delivery period, the Company reserves the right to impose a liquidated damage cum penalty upto a maximum of 7.1/2% on the freight charges for the total quantity for which the particular delivery order is released.

3.3 No transshipment will be allowed except in case of accident/breakdown of the vehicles.

3.4 The Contractor shall keep complete record of various consignments for ascertaining justification in case of delay.

3.5 A free time of 2 (Two) working days will be allowed to the Company for each operation of loading/unloading of any vehicle placed.

3.6 The Contractor's vehicles shall be permitted to enter the Company's areas for loading/unloading within the following timing only :-

On Monday to Friday - 7.00 AM to 1.00 PM

On Saturday - 7.00 AM to 8.00 AM

Sunday and Holiday - Not permitted

3.7 No vehicles shall be allowed to enter after the above timings and also on Sundays and Holidays and in such cases, the Company shall not be liable for any extra payment to the Contractor by way of detention charge or otherwise. The Company, may however, in such cases, in its sole discretion, relax the above conditions in specific cases only.

Further, if the vehicle reports at Duliajan after 1 PM (from Monday to Friday) and after 8 AM on Saturday, the detention will be considered from the next working day morning (7 AM). Holidays declared by the Company will not be counted for the purpose of detention. For unscheduled bandh/holidays no detention charges will be payable.

3.8 If the vehicles are placed after the above timings, it will be considered to have been placed on next working day.

3.9 Above timings are applicable for Company's operational areas in Duliajan (Assam). For other spheres of Company's operational areas the timings will be as fixed by the Company's respective competent authority.

4 : TAXES

4.1 Except Service Tax, rates are inclusive of all Taxes levied as per the provision of Income Tax act etc. and any other enactment / rules on income derived / payment received under the contract.

5 : SECURITY DEPOSIT

5.1 The Security Deposit submitted by the Contractor in the form of bank guarantee favouring the Company shall be returned to the Contractor after successful completion of the contract. Any default on the part of the Contractor shall lead to forfeiture of the Security Deposit. Company's decision on this matter shall be final and binding on the Contractor.

5.2 However, as per clause 1.2 above, if the contract is extended after completion of original contractual period, the Contractor shall revalidate the submitted Bank Guarantee at the desire of the Company.

6 : TRANSIT INSURANCE

6.1 All goods moving within the Indian Union on account of the Company are covered under a Block (Annual Open) Insurance Policy taken by the Company. This insurance is for the exclusive benefit of the Company and shall not accrue to the benefit of the Contractor. The Company will arrange transit insurance for the goods. The Contractor shall be responsible to issue certificate of facts pertaining to loss assessed by the surveyors/competent authorities to the Company within 7 (seven) days from the date of provisional claim forwarded to the Contractor for the purpose of lodging final claim on insurance company of any other party.

7 : BILLING/PAYMENTS

7.1 The Contractor shall submit his bills in triplicate to the Company, giving the complete reference of description of the offered services, quantity, endorsed transit permit and enclosing therewith original receipted challans/invoices etc. along with acknowledgement of the respective consignee. 100% payment will be made by the Company within 30 days of receipt of bills, if found in order. Necessary tax deduction at source (from Contractor's bill) will be made from the respective bills as per prevailing laws / acts of the Government.

8 : CLAIMS

8.1 All consignments intended for carriage will be packed according to the normal commercial standards and such packing shall be accepted by the Contractor as adequate for the purpose of this contract and no claim shall be disputed by the Contractor on the grounds of inadequate packing.

8.2 All claims raised by the Company on the Contractor, for which the Contractor is legally liable and shall be settled by the Contractor within a maximum period of 1 (one) month from the date of the claim.

8.3 The Company shall be entitled to set off any of its due/claims on the Contractor for any amount that may become payable to the Contractor.

8.4 The number of packages/bundles/pieces/weight dispatched shall be clearly indicated in the relevant consignment notes and physical delivery shall be affected at the destination by counting/weighing the entire materials. The Contractor shall be responsible to make good any shortages/damage reported by the destination authorities.

9 : FORCE MAJEURE

9.1 Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) will be applicable.

10 : ARBITRATION

10.1 All dispute of differences whatsoever arising between the parties out of or relating to the construction, meaning and operation of effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Indian Arbitration and Conciliation Act 1996. The venue of arbitration will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

11: SUBCONTRACTING

11.1 The Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

12 : ADDITIONAL TERMS AND CONDITIONS

12.1 This contract may be modified by any additional terms and conditions accepted in writing by both the parties.

12.2 The Contractor shall abide by all statutory provisions in vogue during the contractual period.

(END OF SECTION – IV)

SECTION - V
BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

Date :
Tender No. : CJI3800P17

(Insert Bidder's name and address)

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within seven days calculated from the date of receipt of work order from Company.

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 10% of the estimated annual contract value for the due performance of the Contract.

We agree to abide by the Bid for a period 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiry of that period.

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

Dated this í í í í . Day of í í í í . 2017

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

(B) PRICE SCHEDULE DETAILS :

Bidders must quote their rates strictly as per format provided vide PROFORMA-II. **Bidder must Note that:**

- 1) The estimated no. of trip is for a period of Four(04) years only. One trip means Transportation of Explosives with Armed Escort from Jorajan/Duliajan (Assam) to Hamira (Rajasthan)
OR
Transportation of Explosives with Armed Escort from Hamira (Rajasthan) to Jorajan/Duliajan (Assam)
- 2) Bidders are required to quote Charges per trip consisting of Transportation and security and all taxes, statutory levies & Duties but excluding Service Tax. **Service Tax will be extra to OIL's Account.**
- 3) The Security Guards should be present during loading of explosives at OIL's designated places (Jorajan / Duliajan) in Assam and also during unloading at OIL's Stores at Hamira, Rajasthan
- 4) Bidder to quote Detention Charges per Van with Security Guard beyond the free Time of two(02) working days for each operation of loading/unloading of any vehicle placed.
- 5) The rates incorporated in the contract shall be corresponding to the HSD rate prevailing as on the bid closing date (at Jodhpur). In the event of any change in the rates of HSD by the Government of India, the freight rates shall stand revised as under :
 - a) For every one percent (1%) of increase or decrease of HSD price at Jodhpur, the freight rates will be increased or decreased, as the case may be by 0.3% (zero point three percent)
 - b) Above changes in freight rates will be applicable only if the HSD price variation is Rs. 1.00 (one) or more.

(END OF SECTION – V)

SECTION - VI

BID EVALUATION CRITERIA (BEC)

A. BID EVALUATION CRITERIA (BEC):

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

1.0 TECHNICAL CRITERIA :

1.1 The Bidder should have experience and expertise in Transportation of explosive cargo by suitable Explosive vans with Armed Escort. During last seven years calculated up to the original scheduled bid closing date, the bidder must have successfully carried out at least one similar job. Bidder's must have experience of successful execution of atleast one(01) similar works during last seven years (calculated up to the original scheduled bid closing date) having contract value not less than ` 13.00 lakhs

Note: Documents establishing successful execution of contracts as above must be submitted alongwith the bid, failing which the offer will be rejected. These documents should be in the form of copy of contract/work order and completion certificate/payment certificate issued by the client.

1.2 Conditional offers will be rejected.

2.0 FINANCIAL CRITERIA :

2.1 Annual Financial Turnover of the bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 13.00 Lakhs**.

2.2 "**Net Worth**" of the bidder should be positive for the preceding financial/ accounting year.

2.3 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

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

Notes :

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

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

OR

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

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

2.3.1 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

3.0 COMMERCIAL CRITERIA:

3.1 Bids are invited under Single Stage Two Bid System. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender.

3.2 Prices/Rates should be quoted in Indian Rupees and must be maintained in the "online price schedule" only. The rates quoted in the "online price schedule" will only be considered.

3.3 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

3.4 Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 02-A, Dist. Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the "Forwarding Letter". Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.

3.5 Bids with shorter validity i.e, less than 120 days from the bid closing date shall be rejected as being non-responsive.

3.6 Bids received in physical form, but not uploaded in OIL's e-Tender Portal will be rejected.

3.7 Bidders must quote rates in accordance with the price schedule outlined in PRICEBID FORMAT (PROFORMA-II), otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.

3.8 Bids received by Company after the bid closing date and time will be rejected.

3.9 User ID and Password are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by the Company will be rejected.

3.10 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

3.11 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

3.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected

- i) Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated damage and penalty clause
- vii) Safety & Labor Law
- viii) Termination Clause
- ix) Withholding Clause

3.13 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

4.0 GENERAL:

4.1 **Proforma -I** : The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the company will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BEC.

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

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

B. BID EVALUATION :

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

1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format **(PROFORMA-II)**

to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

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

(END OF SECTION - VI)

SECTION - VII

DECLARATION OF PARTICULARS OF RELATIVES WORKING IN
OIL INDIA LIMITED

Description of Services : Transportation of Explosive Cargo by suitable explosive Vans (one no. big and one no. of small van) from Jorajan / Duliajan, Assam to Hamira, Jaisalmer Rajasthan and vice versa with armed escort for a period of 2 (Two) years with a provision for extension by another 1 (one) year with mutual consent at the same rates, terms and conditions.

I do hereby certify that :

- i) I do not have any of my relatives working in OIL INDIA LIMITED.
- ii) The following relatives/relatives is/are working in OIL INDIA LIMITED.

Sl No.	NAME	RATIONSHIP	DEPARTMENT

I declare that I have no other relative/relatives apart from the above who is/are working in OIL INDIA LIMITED.

Relatives would include spouse, sons / daughters, brothers / sisters, first uncles / cousins and their spouses / In-laws.

(Please strike out whichever is not applicable)

(END OF SECTION - VII)

SECTION - VIII

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
For DGM-SERVICES
RAJASTHAN PROJECT
JODHPUR-342005

WHEREAS, (Name of Bidder) í í í í í í í í (hereinafter called "the bidder") has submitted their Bid No. dated í í í for the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company") & IFB No. .. . KNOW ALL MEN by these presents that we (Name of Bank) í í í í í í of (Name of country) í í í í í having our registered office at í í í í í (hereinafter called "the Bank") are bound unto the Company in the sum of (í í í ..)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this í í í . Day of í í í , 2016.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws their bid during the period of bid validity specified by the Bidder;
Or
2. If the bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Contract in accordance with the Instructions to bidders in the tender documents, or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders in the tender documents;Or
3. If the bidder furnishes fraudulent document/information in their bid

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTOR í í í í í í
Name of Bank & Address í í í í í í í í í í í í í í í .
Witness í ..
Address í ..

(Signature, Name and Address)

Date í í í í í í í í í í í í í í í í í .
Place í í í í í í í í í í í í í í í í í .

- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
- The Date of Expiry of Bank Guarantee should be 210 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B.Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the Bank

The following is the Bank details of OIL for obtaining Bank Guarantee:

Bank Details of Beneficiary	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

(END OF SECTION - VIII)

SECTION - IX

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:

(Name of Company í .)

(Address of Company í ..)

WHEREAS (Name and address of Contractor) í í í í í í í í í í í í (hereinafter called òContractorö) had undertaken, in pursuance of Contract No í í í í . Dated í í í í í to execute (Name of Contract and brief description of the work) í í í í í í í í í í í í í (hereinafter called òthe Contractö), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND

WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** í í í í í í .. (in words) í í í í í í í í í í í í .. such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the date (í í í í í)**(calculated at **3 months** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :í í í í í í í í í í í í í í í í

Name of Bank

:í í í í í í í í í í í í í í í í

Address :í í í í í í í í í í í í í í í í í

í í í í í í í í í í í í

Date :í í í í í í í í í í í í í í í í

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

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B.Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature& Seal of the Bank

The following is the Bank details of OIL for obtaining Bank Guarantee:

Bank Details of Beneficiary	
d) Bank Name	CORPORATION BANK
e) Branch Name	JODHPUR BRANCH (0492)
f) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

(END OF SECTION - IX)

PROFORMA-I

TENDER NO. : CJI3800P17

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

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

(Authorised Signatory)

Name of the Bidder : _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

TENDER No. : CJI3800P17**PRICE SCHEDULE FORMAT / SCHEDULE OF WORK**

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

Srl. No.	Description of Service	Unit	Quantity	Unit Rate (INR)	Amount (INR)
1	Transportation of Explosives with Armed Escort from Jorajan/Duliajan (Assam) to Hamira (Rajasthan) OR from Hamira (Rajasthan) to Jorajan/Duliajan (Assam) in One No. of Small Van with minimum capacity 800 Kg	Trip	20		
2	Transportation of Explosives with Armed Escort from Jorajan/Duliajan (Assam) to Hamira (Rajasthan) OR from Hamira (Rajasthan) to Jorajan/Duliajan (Assam) in One No. of Medium Van with minimum capacity 2000 Kg	Trip	6		
3	Transportation of Explosives with Armed Escort from Jorajan/Duliajan (Assam) to Hamira (Rajasthan) OR from Hamira (Rajasthan) to Jorajan/Duliajan (Assam) in One No. of Big Van with minimum capacity 7000 Kg	Trip	4		
4	Detention Charges per Van with Security Guard beyond the free time of two(02) working days.	Day	50		

Note:

- 1.0 Quantities shown against each of above items/services are tentative quantities for the period of four(04) years and considered for bid evaluation purpose only. However, payment to the contractor will be done on the basis of actual utilization/deployment.
- 2.0 **Bidders must quote their rates inclusive of all applicable taxes, duties and levies and entry tax etc., if any, but, excluding service tax. Service Tax will be extra to OIL's Account.** However, the applicable rate of Service Tax must also be confirmed separately.
- 3.0 Bidder should note that same charges/ rates will be applicable for transportation of Explosives from Duliajan/Jorajan, Assam to Hamira, Jaisalmer and vice versa.
- 4.0 Bid evaluation will be carried out based on the sum total of prices quoted against item srl. Nos. 1 to 4.

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a **Page 2 of 5** substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(Page – 3 of 5)

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Anita Dam, CM (M&C)
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. JODHPUR.

Date í í í í í

NAME OF INDEPENDENT EXTERNAL MONITORS:

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : rajivmathur23@gmail.com
2. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID : satyanandamishra@hotmail.com

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO
CHIEF MANAGER (M&C)
Materials & Contracts Department
Oil India Ltd., Rajasthan Project
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI3800P17

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender 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.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

GENERAL HSE POINTS

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.
- 2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site
- 7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.0 The Contractor shall submit to DGMS indicating ó name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

- 9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil& installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil& requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971

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

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

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