



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

KG Basin Project

#Door No.11-4-7,
Nookalamma Temple Street,
RamaraoPeta
KAKINADA-533004 A.P.
Phone (O) 0884-2302176
FAX: 91-884-2352383
Email: kgbasin@oilindia.in

FORWARDING LETTER**(INDIGENOUS COMPETITIVE BIDDING)**

M/s. _____

Sub: Tender No. CEI1004P17 for Hiring Services of Customs Handling Agent

Dear Sirs,

1.0 OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms / Contractors meeting the requisite criteria for the following mentioned work under SINGLE STAGE TWO BID System (Open Tender) through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>.

2.0 In connection with its operations, OIL invites Competitive Bids (ICB) from service providers through OIL's e-procurement site for providing above services. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal and Govt. Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	Tender No.	CEI1004P17
(ii)	Type of Bid	Single Stage-Two Bid
(iii)	Bid Closing Date & Time	As per online tender
(iv)	Sale of Tender documents :	Within working hours from 06.05.2016 to 27.05.2016
(v)	Technical Bid Opening Date	As per online tender

	& Time	
(vi)	Commercial Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer the time
(vii)	Bid Opening Place	Office of Executive Director (KGB&BEP) Oil India Limited D.NO.11-4-7; 3rd Floor Nokalamma Temple Street Ramaraopet, Kakinada-533004 Andhra Pradesh, India
(viii)	Bid Validity	120 days from techno-commercial bid closing date
(ix)	Bid Security Amount	INR 68,500.00
(x)	Bid Security Validity	150 days from techno-commercial bid closing date
(xi)	Mobilization Time	Within 7 days from the date of Letter of Award(LOA)
(xii)	Amount of Performance Guarantee	10% of annualized Contract value.
(xiii)	Validity of Performance Security	90 days beyond the date of completion of Contract
(xiv)	Duration of the Contract	Two years from the Commencement Date of the Contract with an option to extend the Contract period for 1 year at the same rate, terms and conditions.
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization	As per Clause M of SCC, section III in Part 3
(xvi)	Bids to be addressed to	Executive Director (KGB&BEP), Oil India Limited D.NO.11-4-7;3rd Floor Nookalamma Temple Street Ramaraopet, Kakinada-533004 Andhra Pradesh, India

- 2.1 Application showing full address and e-mail address with Tender Fee (Non-refundable) of Rs. 1,000.00 (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kakinada is to be sent to Dy. General Manager (C&P), KGB Project, Oil India Limited, 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada – 533004. The envelope containing the application for participation should clearly indicate “Request for participation in Tender No. CEI 1004 P17” for easy identification and timely issue of tender document. In case of cash transfer towards procurement of tender document, details are - Bank: State Bank of India, Branch: SME, Kakinada; Town: Kakinada; Account Name: Oil India Limited; Account No: 31060874558; IFSC Code: SBIN0004248.

Late application and any delay by post/courier will not be entertained.

2.2 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate 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>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. Bidders must have a valid User Id to access OIL e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along-with the cost of bid documents for issue of the user ID for accessing the e-Tender. The user ID shall be issued to the eligible bidders on receipt of the requisite cost of bid document through e-mail. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user id, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

3.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in sealed envelope superscribed with OIL's IFB No. and Bid Closing date to Executive Director (KGB & BEP), KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004:
 - a) Original Bid Security
 - b) Power of Attorney for signing the bid.

The above documents including the Original bid security must be received at OIL's office of the Executive Director (KGB & BEP) on or before the Techno-commercial bid opening date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Techno-commercial Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site upto the date and time as mentioned above and will be opened on the same day at time mentioned above at the office of the Executive Director (KGB & BEP), KG Basin Project in presence of the authorized representatives of the bidders. Bidders are also requested to submit the hard and soft copies of the techno-commercial offer.

- iii) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall have to submit both the “TECHNO-COMMERCIAL” 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 Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the Technical RFx Response Page. Please note that no price details should be uploaded in the Technical RFx Response Page. Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under ‘Notes and Attachment’.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(M.V.V.S. Murty)
Dy. General Manager (C&P)
For Executive Director (KGB & BEP)

PART - 1

INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

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

- (a) An "Invitation for Bids" highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (ii) Bid opening date, time and place
 - (iii) Bid submission place
 - (iv) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I), (Part-3)
- (e) Terms of Reference/Technical Specification, (Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Price Schedule Format, (Proforma-A)
- (h) Bid Form, (Proforma-B)
- (i) Certificate of Compliance with respect to BRC, (Proforma-C)
- (j) Statement of Non-Compliance (except BRC), (Proforma-D)
- (k) Bid Security Form, (Proforma-E)
- (l) Performance Security Form, (Proforma-F)
- (m) Agreement Form, (Proforma-G)
- (n) Proforma of Letter of Authority, (Proforma-H)
- (o) Authorisation for Attending Bid Opening, (Proforma-I)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially

responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued. Bids will be accepted only if they are in the form issued to the party.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Portal in the C-folder under the tab "Amendments to Tender Documents". 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. **Bidders are to check from time to time the E-Tender portal ("Technical RFX Response" under the tab "Amendment to Tender Documents") for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

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

- 5.1 **BIDDER'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

- 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-portal shall comprise of the following components:

(i) TECHNO-COMMERCIAL BID shall comprise of following:

i	Complete technical details of the services and equipment specifications with catalogue, etc.
ii	Documentary evidence established in accordance with clause 10.0
iii	Statement of compliance with respect to BRC as per Proforma-C
iv	Statement of Non-compliance (except BRC) as per Proforma-D showing the list of deviations taken by the bidder except for the conditions under BRC
v	Bid Security (scanned) in accordance with clause 11.0 hereunder, Hard

	copy should reach us on or before Techno-Commercial Bid Closing Date
vi	Copy of Priced bid without indicating prices (Proforma-A)
vii	Copy of Bid Form without indicating prices in Proforma- B

(ii) PRICED BID shall comprise of the following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

i	Price Schedule Format, (Proforma-A)
ii	Bid Form as per Proforma-B

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

7.0 BIDFORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.

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

8.3 All duties and taxes including Service tax, Corporate Income Tax, Personal Tax, State Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the Contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 Bidders shall quote their rates in Indian Rupees only.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in **Bid Evaluation Criteria/ Bid Rejection Criteria (Part – 2)**.

11.0 BID SECURITY:

11.1 Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9.

11.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be

submitted in a separate envelope as prescribed in Clause 15.1 below and shall be in any one of the following forms:

- (a) A Bank Guarantee or irrevocable Letters of Credit in the prescribed format vide **Proforma-E**. Bank Guarantee/LC issued from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder.

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

The bidders will have to submit the Bank Guarantee from any of the scheduled banks on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 90 days from the date of issue and payable at Kakinada, Andhra Pradesh, India.
- 11.4 Any bid not secured in accordance with sub-clause 11.3 above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the Contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 29.0 below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
- i) The bidder withdraws the bid within its original/extended validity.
 - ii) The bidder modifies/revise their bid suo-moto.
 - iii) Bidder does not accept the order/contract.
 - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the “Technical RFx Response” of OIL’s E-portal.** The Original Bid Security shall be submitted by the bidder to the office of Group General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004 in a sealed envelope which must reach the above address before the Techno-commercial Bid Opening date failing which the bid shall be rejected.
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 11.13 If Bank Guarantee is submitted towards ‘Bid Security’, then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 120** days from the date of opening of techno-commercial bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Opening Date.
- 13.2 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 through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

14.0 FORMAT AND SIGNING OF BID:

- 14.1 Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3” digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and

Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the Contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 14.2 The bid shall be typed or written in indelible inks and shall be digitally signed by the Bidder or a person or persons duly authorized holding a Power of Attorney to bind the Bidder to the Contract. The letter of authorization (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof. Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 14.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

C. BID SUBMISSION/EVALUATION

15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time

stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered.

However, the following documents should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be addressed to Group General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004 as indicated in the Tender:

1. The Original Bid Security along with 2(two) copies.
2. Power of Attorney for signing of the bid digitally
3. Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

- 15.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Techno-commercial Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender on or before the Techno-commercial bid Opening Date falling which bid shall be rejected. Company shall not be responsible for any postal delay/ transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 16.0 Deleted

17.0 DEADLINE FOR SUBMISSION OF BIDS:

- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.

17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before the Techno-commercial Bid Closing date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

18.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded and submitted in system before the closing date and time of the bid. The documents in physical form, if received by the Company, after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.

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

19.3 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.

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

21.0 BID OPENING AND EVALUATION:

21.1 Company will open the Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-I**) 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 Eportal.

21.2 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.

21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 19.0 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 properly signed and whether the bids are generally in order.

- 21.4 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.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.4.
- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 The Company shall perform Technical evaluation of the responsive bid(s) on the basis of **Section II 'Terms of Reference and Technical Specifications'** and **Part-2 'Bid Rejection Criteria/Bid Evaluation Criteria'**. Pursuant to Clause 21.0, the Company shall determine the successful techno-commercial bid(s) for Price Bid opening.

22.0 OPENING OF PRICED BIDS:

- 22.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the interested qualified bidders. 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.
- 22.2 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.
- 22.3 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.

23.0 Deleted

24.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

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

25.0 CONTACTING THE COMPANY:

- 25.1 Except as otherwise provided in Clause 21.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 21.6.
- 25.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA: The Company will award the Contract to the successful Bidder 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.

27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby

incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

28.0 NOTIFICATION OF AWARD:

- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

29.0 PERFORMANCE SECURITY:

- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

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

The successful bidder will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 29.2 The Performance Security specified above must be valid for 90 days beyond the Contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 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.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of Clause 29.0 and/or 30.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an

eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

30.0 SIGNING OF CONTRACT:

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

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

32.0 Deleted

33.0 MOBILISATION ADVANCE PAYMENT:

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

34.0 Deleted

35.0 LOCAL CONDITIONS: It is imperative for each Bidder to fully inform themselves of all Indian as well as local conditions, factors and legislation

which may have any effect on the execution of the work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

- 36.0 SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/ services to be executed under the Contract.

END OF PART I

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## **PART – 2**

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

#### **I. BID REJECTION CRITERIA (BRC)**

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

- A. Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer shall be rejected.
  - (i) Performance Guarantee Bond Clause
  - (ii) Force Majeure Clause
  - (iii) Tax Liabilities Clause
  - (iv) Arbitration Clause
  - (v) Acceptance of Jurisdiction and Applicable Law
  - (vi) Liquidated damages cum penalty clause
  - (vii) Safety and Labour Law
  - (viii) Termination Clause
  - (ix) Bid Security Clause
  - (x) Guarantee of work clause
- B. Bids shall be submitted under single stage two Bid systems i.e. Techno-commercial Bid and Priced Bid. Bids not conforming to this system as per Clause No. 15.0 of Part-1 shall be rejected outright.
- C. Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- D. Bids with shorter validity will be rejected as being non-responsive.
- E. Bid Security shall be uploaded as a part of the Techno-commercial Bid in the “Technical RFX Response” of OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of Executive Director (KGB&BEP), KAKINADA, India in a sealed envelope and must reach office of the Executive Director, Kakinada before the Techno-commercial Bid Opening date and Time. The amount of Bid Security shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security in the separate envelope will be rejected.

## **II. BID EVALUATION CRITERIA (BEC)**

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

### **1.0 TECHNICAL**

- 1.1 The bidder should be in possession of relevant license for clearance of imported materials from customs and ports from Chennai port/airport and should furnish documentary evidence for the same.
- 1.2 The bidder shall be in possession of the Crane, Hydra, Trailer and Truck offered either owned or leased. In case the bidder is not in possession of the same at the time of submission of bid, they may offer for the same which they have an agreement for lease/buy.
- 1.3 The bidder should have carried out services as Customs handling agent.
- 1.4 The bidder should have resources and facilities such as, but not limited to, arranging of customs and port clearance, transportation of normal and heavy oversized cargoes, material handling equipment etc.
- 1.5 The bidder should have a port account with Chennai Port Authority and should furnish documentary evidence for the same.

### **2.0 EXPERIENCE**

- 2.1 The Bidder shall be in the business of providing Similar services to PSU / Central / State Govt. Undertaking/ Reputed private organizations having the experience of successfully executing the following assigned work(s) during the last 7 (seven) years to be reckoned from the original bid closing date. Documentary evidence must be submitted along with the bid.

**“Similar Works”** mentioned above means - **providing services as customs handling agent.**

- 2.2 The bidder should have experience of successfully executing similar works of Single contract of minimum value of **Rs.8.60 Lakhs** reckoned from the original bid closing date during the last 7 (seven) years.

**Note:** The documentary evidence as stated above must be in the form of Final bill, Work done certificate showing:-

- (a) Gross value of job done;
- (b) Nature of job done; and
- (c) Time period of execution, etc.

**LOA, Work Order copy is not acceptable.**

2.4 Net worth shall be positive for preceding financial/accounting year.

3.1 The Priced-Bids will be evaluated using the rates quoted in the PRICE BID FORMAT on the following basis:

- 3.2 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.

3.4 All the services shall be obtained from the same source.

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PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

In the Contract, the following terms shall be interpreted as indicated:

- 1.01 **“OIL”** is the Oil India Limited a Public Limited Company registered under the Companies Act, 1956 having its Regd. Office at Duliajan in the District of Dibrugarh, Assam and Project Office at D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh which expression shall include, its successors, assignees and representatives.
- 1.02 **“SEA CARGO CLEARANCE”** means preparation and processing of Bills of Entry or Shipping Bills in Sea Customs House, assessment of Customs duty and all connected jobs such as collections of Delivery Orders, conducting of surveys, Entry/ sales Tax formalities, obtaining short- landing or other certificates, lodging of claims on Customs, Underwriters, port Authorities, Carries and others etc. And liaison with all the concerned Departments / Authorities such as Carries, Underwriters, RBI, Customs Controller of Imports-Exports Chennai Port Trust, etc. and collection/delivery of consignments on behalf of OIL.
- 1.03 **“CUSTOM CLEARANCE”** means documentation such as preparation and processing of Bill of entry in Customs House, assessment of Custom Duty and all connected jobs such as collection of delivery orders and other documents from various offices, conducting customs examination, first/second check, surveys, measurement, sales tax formalities, obtaining short landing or other certificates, lodging of claims on customs, collecting all documents for lodging the claims including the underwriters and carriers, liaison with RBI, Customs DGFT, Chennai Port Trust Authorities and collection / Delivery of consignment on behalf of OIL.
- 1.04 **“AIR PORT”** means Chennai Airport and includes Air Cargo Complex, and international Airports areas under International Airports Authority of India and **“SEA PORT”** means Chennai Port areas covered within vicinity of the port.
- 1.05 **“PORT TRUST”** means Chennai
- 1.06 **“DISTANCE”** means the standard road distance between two points or place from where the goods are collected and delivery by the shortest approachable road. The distance shall be counted from the exit point of the place of collection of the entry point of the place of delivery by shortest route.

- 1.07 **“MATERIALS”** means all materials of different weight, sizes, and volumes and shall include but shall not be limited to, drilling equipment, machines, tools tanks, electrical equipment, steel structures, tubular and pipes of all sizes, dimensions and weights, cement, chemicals spares, barrels, whether empty or containing lubricants oils or any other fluid and palletized and containerized items any other type of equipment, stores vehicles, rigs, hazardous cargo, materials packed in bags, crates, boxes, bundles, loose et.
- 1.08 **“CONSIGNMENTS”** means the materials belonging to OIL or its contractors required to be imported in various sizes, weights, dimensions, containerized, crated, palletized, packed, loose conditions etc. Materials cleared against any one BL/AWB, shall be treated as one consignment except the in case of receipt of consignment at the Port/Airport in PART. The PART consignment cleared against each Bill of Entry shall be treated as one consignment.
- 1.09 **“TONNE/TON”** means a metric ton 1000 kilograms by weight. The weight indicated on shipping documents shall be taken into account. In case of non-availability of weight on the documents, the actual weight shall be worked out on the basis of available documents or weighment by OIL.
- 1.10 **“TRANSPORTATION”** means carrying of materials by road from one place to other safe and intact including securing, packing, lashing and covering of materials with water-proof sheets on the vehicles but excluding loading/unloading at Collection/ delivery points.
- 1.11 **“TRUCK”** shall mean a truck registered as goods carrying vehicle having requisite road permit, insured and taxes paid and in possession of required documents in accordance with Motor Vehicles Act and Rules made three under with carrying capacity not less than 9(nine) tons having side walls and tail gate.
- 1.12 **“OPEN TRUCK”** shall mean a goods carrying vehicle in good working conditions having open body i.e. without side walls and tail gate, having carrying capacity not less than 15 ton capacity suitable for carrying material each package/item up to 5.9 meters in length 2.5 meters in width and 2.5 meter in height.
- 1.13 **“TRUCK LOAD”** means a package not exceeding 5.90 meters in length, 2.10 meters in width and 2.50 meters in height.
- 1.14 **“TRAILER”** shall mean an articulated vehicle with attached trailer registered as goods carrying vehicle having requisite road permit, insured and taxes paid and in possession of required documents in accordance with Motor Vehicles Act and Rules made hereunder with carrying capacity not less than 15 (fifteen) tons suitable for carrying tubular of 13.5 Mtrs. Length and other packages of 12 meters length.

- 1.15 **“TRAILER- LOAD”** means packages over 6.50 meters but not exceeding 13.5meters for tubular and 12 meters for other items in length and not exceeding 2.50 meters in width and 2.50 meters in height.
- 1.16 **“DIMENSION”** means the overall dimensions of the consignment.
- 1.17 **“O.D.C.”** shall mean Over Dimensional of the consignment exceeding the following dimensions specified as under:

SL	Description of consignment	Length of the consignment	Breadth of the consignment	Height of the consignment
1	Truck Load (closed body)	5.9 Mtrs.	2.1 Mtrs.	2.5 Mtrs.
2	Trunk Load (open body)	5.9 Mtrs.	2.5 Mtrs.	2.5 Mtrs.
3	Standard Trailer Load	13.5 Mtrs.	2.5 Mtrs.	2.5 Mtrs.
4	Semi-Low-Bed Trailer Load	10.5 Mtrs.	2.8 Mtrs.	3.2 Mtrs.
5	Low Bed Trailer Load	10.5 Mtrs.	2.5 Mtrs.	3.2 Mtrs.

- 1.18 **“VEHICLE”** shall mean truck, trailer, as per scope of the contract to be detailed by the contractor for transportation of materials. All vehicle to be deployed by the contractor should comply all RTO formalities and in possession of up to date valid documents i.e. Registration Certificate (RC Book) Calibrations Certificate from Inspector of weights & measures, Tax paid upto date, Fitness Certificate from RTO, Comprehensive Insurance Certificate, Permit, PUC etc. All vehicles shall be absolutely in good operating conditions, free from leakage (for tankers) with following:
- (i) Fire Extinguishers
 - (ii) Spare Wheel, Jack and Tools
 - (iii) Lighting Arrangements for night operation.
- 1.19 **“DESIGNATED OFFICER”** means an Officer designated by OIL for the implementation/ execution of this Agreement. The Chief Manager (Materials) has been designated to act as Designated Officer for operating this Contract. He may authorize his representative(s) for day-to day operations under this contract.
- 1.20 **“Day”** means a calendar day of twenty-four consecutive hours beginning at 0000 hours (midnight following) with reference to local time at the site.
- 1.21 **“MONTH”** means a complete calendar month of the year.
- 1.22 **“PARTY OR PARTIES”** as the context may require means the parties to this Agreement.

- 1.23 **“SCHEDULE”** means Schedule attached to and forming PART of this Agreement.
- 1.24 **“TENDER DOCUMENTS”** means the documents issued to the contractor for submission of their bid including addenda/clarification, if any
- 1.25 **“WORK ORDER”** means the written order issued to the contractor for clearing and forwarding for import clearance of consignments.
- 1.26 **“CONTRACT VALUE”** means the total amount evaluated for the contact period of 2 (Two) years as per BEC.
- 1.27 **“SINGULAR/PLURAL WORDS”** save where the context otherwise requires words imparting singular number shall include plural and vice versa and words imparting neutral gender shall include masculine and feminine gender.
- 1.28 **“COMMENCEMENT DATE”** means the date when the contractor receives work order for the first time from OIL for clearance & the cargo.
- 1.29 **“WEIGHT”** means the weight in Kilograms (Kgs) by dead weight or by volume to be converted by formula of 2.3(Two point three) cubic metres = 1000 (one thousand) kilograms (Kgs) whichever is more.
- 1.30 **“OIL’s Godown”** means OIL’s hired/owned or arrange premises in Kakinada and shall include the place where the collections/delivery of consignments may be involved as per the work order of the OIL.
- 1.31 **“HEADINGS”** the heading in this Agreement are inserted for the sake of convenience only and shall be ignored in construing this Agreement.
- 1.32 **“CLAIMS”** means claims lodged/due to be lodged with the Chennai Customs in respect of excess/erroneous duties paid/levied on the imported cargo under various sections / sub-sections of Customs Act. 1962 and Government Notification/ Orders on the subject from time to time or claims lodged/to be lodged with Underwriters.

2.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, Specifications, drawing and part thereto at SECTION-II

3.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid for a firm period of 2 years from the date of Commencement of Contract and extendable by another year at the same rate, terms and conditions.

3.1 EFFECTIVE DATE OF CONTRACT: The Contract shall become effective as of the date the Company notifies Contractor in writing through Letter of Award (LOA) that it has been awarded the Contract.

3.2 MOBILISATION TIME OF CONTRACT: The mobilization of Contractor's items and personnel, as specified in the Contract, should be completed by the Contractor within 7 days from the date of LOA.

3.3 COMMENCEMENT DATE OF THE CONTRACT: The date on which the Mobilization is completed, as defined in Clause 2.2 above, shall be treated as Commencement Date of the Contract.

4.0 NOTICES AND ADDRESSES:

For the purpose of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relation to the present CONTRACT sent to the parties at the addressed mentioned below shall be deemed to be sufficient service of notice on the parties. All such notice as well as reports, invoice and other relevant materials shall be addressed to the parties as per address given below:

OIL INDIA LIMITED (KG Basin Project)

EXECUTIVE DIRECTOR

Door No. 11-4-7, Nookalamma Temple Street,

Ramaraopeta, Kakinada- 533004

Email- kgbasin@oilindia.in; oilkgbprojecteoi@gmail.com

CONTRACTOR'S REGISTER OFFICE AND ADDRESS

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5.0 DUTIES AND POWER/ AUTHORITY

5.1 The duties and authorities of the OIL's site representative are to act on behalf of the OIL for:

- (i) Overall supervision, co-ordination and Project Management at site
- (ii) Monitoring of performance and progress
- (iii) Commenting/ countersigning on reports made by the CONTRACTOR'S representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (iv) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to

imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- (v) Each shall every documents emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the OIL's representative/engineer without which no claim will be entertained by the OIL.

5.2 CONTRACTOR'S representative:

- (i) The CONTRACTOR'S representative shall have all the powers requisite for the performance of the works.
- (ii) He shall liaise with OIL's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (iii) He will extend full co-operation to OIL's Representative/ inspector in the manner required by them for supervision/inspection/observation of equipment, materials, procedures, performance, reports and records pertaining to works.
- (iv) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

6.0 CONTRACT DOCUMENTS:

6.1 Governing language

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English Language.

6.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between the OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement

6.3 Modification in CONTRACT:

All modification leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery shall be considered valid only when accepted in writing by OIL by issuing amendment to the CONTRACT. OIL shall not be bound by any printed

conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

6.4 Assignment

The CONTRACTOR shall not, save with the previous consent in writing of the OIL sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the service hereunder and for the execution and performance of the CONTRACT.

6.5 Waivers and amendments:

a) Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

b) Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by OIL which may be amended from time to time by reasonable modification as OIL sees fit

7.0 REMUNERATION AND TERMS OF PAYMENT

7.1 OIL shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work, as per the price Schedule at Proforma A. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

7.2 All Bills along with relevant supporting documents shall be addressed to Executive Director (KGB & BEP), Oil India Limited, Door No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada- 533004.

7.3 In the event of any dispute in a portion or whole of any invoice, OIL shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

7.4 In the event of any dispute in a portion or whole of any invoice, the OIL shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in

CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

7.5 OIL's right to question the amount claimed

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

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

7.6 RATES:

COMPANY shall pay the CONTRACTOR for the works(s) undertaken in accordance with provision under this contract. The rate is inclusive of all taxes, duties, levies, etc. and compensation for damage if any, to the third parties to any damage(s) done during the course of the work.

The rates payable under this contract therein shall be firm during the term of the contract and no escalation shall be allowed under any circumstances.

7.7 TAXES: CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities duties, Govt. levies etc. including **Service tax**, customs duty, corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respect with the requirements of the laws in this regard, in time.

8.0 PERSONNEL TAXES: The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

8.1 CORPORATE TAXES: The CONTRACTOR shall bear all corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT.

- 8.2 If it is so required by the applicable laws-in force at the time of payment, the COMPANY shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.
- 8.3 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the COMPANY shall not take any responsibility whether financial or otherwise.
- 8.4 The Contractor shall quote the correct Permanent Account Number (PAN) in all invoices/bills. Quoting of wrong and incorrect PAN shall attract penal action under Section 272A of Income Tax Act, 1961. The PAN as obtained by the Contractor is

9.0 PERFORMANCE:

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the COMPANY and accept all responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 10 days upon the receipt of written notice from the COMPANY to improve their performance failing which the COMPANY may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

10.0 PERFORMANCE BOND:

The CONTRACTOR shall furnish to the COMPANY on receipt of Letter of Award (LOA), security deposit in the form of a Bank draft or an irrevocable Bank Guarantee (as per the Proforma F enclosed) for the period specified in the bid document/ Notification of Award/ LOA, towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to the COMPANY, the COMPANY shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the COMPANY on demand.

11.0 DISCIPLINE:

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the COMPANY governing the

operations. Should COMPANY feel that the conduct i of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to COMPANY's interest, the COMPANY shall have the unqualified right to request for the removal of such employee either for incompetence) unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall, comply with any such request to remove such personnel at CONTRACOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 (two) working days to replace the person by competent qualified person at CONTRACTOR's cost.

12.0 SAFETY AND LABOUR LAWS:

CONTRACTOR shall comply with the provision of all laws including; Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by OIL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

13.0 SECRECY:

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to work and shall not, unless so authorized in writing by COMPANY, divulge or grant access to any information about the work or its result and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any reports, note and technical data relating to the operation/ work and not acquired by the COMPANY. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

14.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act ant/or rules/regulations, there under or any amendment thereof governing interalia customs stowaways, foreign exchange etc.

15.0 INSURANCE:

CONTRACTOR shall, at this own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belonging of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. OIL will have no liability on this account.

However, CONTRACTOR shall not be required to take insurance cover for their equipment, tools when these are in the custody of OIL.

16.0 TERMINATION:

- a) **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The Contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, thereof.
- b) **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Clause 17.0 below.
- c) **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- d) **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Contractor, within a period of 7 (seven) days after such notice, shall proceed diligently to remedy to Company's satisfaction the matter(s) complained of, failing which Company shall have the option to terminate the Contract by giving 15 (fifteen) days notice in writing to the Contractor.
- e) **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/ or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.
- f) If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- g) Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from subclause 14.a to 14.f and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

- 16.1 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

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

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

17.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

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

19.0 FORCE MAJEURE:

- a. In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, cyclone, sabotage, civil commotion, road barricade (but exclude the interference due to employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the Contract and which renders performance of the Contract by the said party impossible.
- b) Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- c) Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both parties shall apply for the first 10 (ten) days. Either party will have the right to terminate the Contract if such 'Force Majeure' condition continues beyond 10 (ten) days with prior written notice. Should parties decide not to terminate the Contract even under such condition, no payment would apply unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended, at the discretion of the Company, by the period for which such cause lasts.

20.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF OIL

Firms/ companies who have or had business relations with OIL are advised not to employ serving OIL employees without prior permission. It is also advised not to employ ex-personnel of OIL within the initial two years period after their retirement/resignation/severance from the service without specific permission of OIL. The OIL may decide not to deal with firm(s) who fails to comply with the above advice.

21.0 JURISDICTION AND APPLICABLE LAW: -

This Agreement including all matter connected with this Agreement shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Kakinada (the place where the CONTRACT is signed).

22.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**22.1 Arbitration (Applicable for suppliers / contractors other than PSU) :**

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under :

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
 9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

The venue of all arbitrations under both 20.1 & 20.2 will be Kakinada, Andhra Pradesh. The award made in pursuance thereof shall be binding on the parties.

23.0 CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

24.0 INTERPRETATION:

The title and heading of the section in this CONTRACT are inserted for convenient reference only and shall not be constructed and limiting or extending the meaning of any provisions of this CONTRACT.

25.0 ENTIRE AGREEMENT:

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performance will not be affected by any provisions waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and OIL.

26.0 **INDEPENDENT CONTRACTOR STATUS:**

The Contractor shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint venture or joint relationship between the parties.

Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representative or sub-CONTRACTOR's engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the COMPANY and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and the COMPANY. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

27.0 **LIMITATION OF LIABILITY**

Notwithstanding any other provisions, except only in cases of willful misconduct and/ or criminal acts.

- a. Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay liquidated Damages to the Company and
- b. Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 50% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor; or to Intellectual Property Rights.
- c. Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs losses and liabilities in excess of the aggregate liability amount in term of clause (b) above.

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

- a) Provide Contractor's items and Personnel necessary to perform the services under the Contract as specified in this document. Contractor shall be liable to obtain any permits or licences required for Contractor's Personnel and the use of Contractor's Items.
- b) Arrange and be responsible for the maintenance and repair of all Contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the Contract at its own cost.

- c) Perform the work described in the Terms of Reference (Section-II) in most economic and cost effective way.
- d) Except as otherwise provided in the 'Terms of Reference and Technical Specifications' of the Contract, provide all manpower as required to perform the Work.
- e) Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the Work.
- f) The Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- g) The Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the Contract.
- h) Take all measures necessary to protect the personnel, Work and facilities; and shall observe all safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out.

29.0 **GENERAL OBLIGATIONS OF THE COMPANY:** The Company shall, in accordance with and subject to the terms and conditions of this Contract:

- a) Pay the Contractor in accordance with terms and conditions of the Contract.
- b) Allow the Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- c) Perform all other obligations required of Company by the terms of the Contract.

30.0 **PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

- a. The Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel, as specified in the Contract, to perform the Work correctly and efficiently; and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon the Company's written request, the Contractor, entirely at their own expense, shall remove immediately, from assignment to the Work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

- b. The Contractor's key personnel shall be fluent in English language (both writing and speaking).
 - c. The Contractor shall supervise its personnel at the Operating Area so as to ensure prompt and efficient completion of Work and strict discipline among its personnel. Contractor's personnel shall abide by all reasonable rules and regulations governing the Work promulgated by Company and notified in writing to Contractor.
 - d. The Contractor's shall designate one of its personnel at the Operating Area as Contractor's representative, who shall be in charge of Contractor's personnel and who shall have full authority to resolve day to day Work issues which arise between Company and Contractor.
- 31.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this Contract or under any other Contract made by the Contractor with OIL (or such other person or persons contracting through OIL).
- 32.0 **WITHHOLDING:** The Company may withhold or nullify the whole or any part of the amount due to the Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section II 'Terms of Reference and Technical Specifications'.
 - b) Contractor's indebtedness arising out of execution of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-contractor of Contractor or other field or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.

- h) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of the Contract.

When all the above grounds for with-holding payments shall be removed payment shall thereafter be made for amounts so withheld.

With-holding will also be affected on account of the following:

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

33.0 **RATE OF PAYMENT:** The Company shall make the payments to the Contractor as per the quoted rates as referred to in 'Schedule of Rates', Section III of Part-3.

34.0 **FIRM PRICE:** The rates payable under this Contract, shall be firm during Contract period including the extension period, if any, under Clause 2.3 of the Section I 'General Conditions of Contract'.

35.0 **LIABILITY:**

- a) Except as otherwise expressly provided, neither Company nor its co-leases, its servants, agents, nominees, contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- b) Neither Company nor its co-leases, its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.
- c) The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its co-leases, underwrites, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or

damage or liabilities arises out of or in connection with the performance of the Contract.

- d) The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its co-leases, its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- e) Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- f) Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- g) The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- h) The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

END OF SECTION - I

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SECTION - II

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

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

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

END OF SECTION – II
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SECTION-III

SPECIAL CONDITIONS OF CONTRACT

(A) ROLE AND OBLIGATIONS OF THE CONTRACTOR

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

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

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

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

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

4. Contractor guarantee for the whole duration of the contract that the personnel assigned to the performance of the services and the requisite experience and technical/functional capabilities in the position requested by the company.
5. Contractor personnel shall remain at all times and under all circumstances accountable to contractor who is solely responsible for the management and administration, accounting and social welfare terms of the employees assigned by him to the execution of the services.

6. Contractor shall be responsible for all direct and indirect cost concerning its personnel including but not limited to wages, allowances, insurance, training, taxes, paid holidays, cost of transportation, etc.
7. Contractor shall maintain stability of its key operational personnel assigned to the contract and shall not replace personnel without the consent of the company. In any event contractor hereby agrees that the replacement of such personnel, if any, shall not adversely affect the performance of the services in particular its schedule and quality.

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

8. Contractor shall organize and ensure at its own cost, the transportation of its expatriate personnel from point of origin upto the port of Chennai. Moreover contractor shall be fully responsible for the preparation of the administrative and customs formalities for its personnel.
9. Contractor guarantees that it shall perform the services in full compliance with all applicable laws and regulations and with all relevant industry practice and standards and shall ensure said compliance in all matters pertaining or ancillary thereto.
10. Contractor shall make available to company the equipment specified in schedule of work in good operational condition. Contractor shall replace all equipment which is out of service or faulty as soon as possible in the normal course of operations.
11. The contractor shall mobilize and demobilize its equipment at its own cost.
12. The contractor shall immediately inform company of any breakdown or faulty equipment which does not necessarily cause a stoppage of operations, but decrease the efficiency of the services, upon which contractor shall promptly carry out repairs, modifications or replacement of the faulty equipment.
13. CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to work and shall not, unless so authorized in writing by COMPANY, divulge or grant access to any information about the work or its result and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any reports, note and technical data relating to the operation/ work and not

acquired by the COMPANY. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

14. The contractor shall act as custodian in charge of all materials from the time these are cleared till these are finally dispatched to destinations, whether such material is stored at ports/airports, contractor's go-down or another place in the custody of the contractor and the contractor shall be fully responsible for their safe custody, storage and handling. Any loss suffered while the materials has been under the custody of the contractor shall be on contractor's account even though such material may be covered by insurance taken by OIL and the contractor shall be responsible to compensate OIL for the losses suffered by OIL.
15. For the purpose of operation of this Agreement, the holidays as observed by Chennai Port Trust (for clearance of cargo from port area) and customs authorities (for customs clearance purpose) shall be recognized as closed holidays. Holidays declared by OIL or Contractor on days not so observed by Port Trust and Customs, as the case may be shall not be recognized. OIL as well as the contractor shall make arrangements to attend to the clearance work on such days.
16. The contractor shall maintain his office with telephone facility and keep a supervisor to co-ordinate the activities. Contractor's representative/supervisor shall visit OIL offices as required for co-ordination. Contractor shall provide contact telephone number (preferably Mobile Telephone Number) for communication.
17. The contractor shall be responsible to prepare the appeal documents properly to ensure that the same are *not* rejected for want of proper documents or for erroneous preparation / processing. Required permission / orders / clearance shall be obtained from component authorities by the contractor.
18. The contractor shall ensure that all the persons deputed by him in connection with the service arising out of this contract behave properly with OIL officials / officers and maintain proper discipline and office decorum. In case of any report by OIL about misbehavior or any act derogatory to office decorum etc. on the PART of any representative of the contractor, the contractor shall be responsible to ensure that such person is not deputed for the work under contract.
19. Contractor is not entitled to modify in any respect the terms & conditions of the contract and whenever clarification is needed in such respect contractor shall report to company for appropriate instructions.
20. The contractor shall carry out the services within the framework of the program defined by company and agreed to by contractor.

(B) SPECIFIC CONDITIONS OF THE CONTRACT

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

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

(C) IMPORT OPERATIONS:

- a. The contractor shall carry out import operation which will include the whole process of handling and clearing the consignment up to delivery to OIL's authorized transporter.
- b. The contractor shall prepare and file all necessary and required documents with the Customs, Port Authorities, Airport, Insurance Company and Steamer Agent, port Office and any other authorities concerned, for clearance of the materials.

- c. The contractor shall arrange for prior assessment of Bill of Entry immediately on filing of the Manifest by Steamer Agent with the Customs.
- d. The contractor shall effect clearance, of consignments received by Sea / Air by presenting the required documents before the customs and/or port authorities/airport authorities immediately on arrival of such consignments within the rent-free days. The contractor shall also ensure that payment of demurrage and/or other avoidable charges on consignments. In case any delay is found to be due to any fault of the Contractor; the demurrage / wharfage /port rent incurred in such cases shall be recoverable from the Contractor.
- e. The contractor shall ensure that conversion of foreign currency into rupee and levy of Customs duties has been correctly worked out by the Customs Authorities taking into account all the applicable notifications granting exemptions and /or concessions. In case of non-availability of required documents for availing exemptions and/or concessions the contractor shall be responsible to arrange clearance on provisional assessment by executing required bonds etc.
- f. The contractor shall ensure effective follow up of Bill of Entry from the time the B.E is filed with the Customs Authorities till the goods are dispatched or handed over to OIL as the case may be. Whenever, first check is ordered by the Customs Authorities or OIL, the same shall be got completed within two working days from the date so advised by the Customs Authorities. Any hold up for want of documents etc. shall be promptly notified in writing within 24 hours to the Designated Officer/ authorized representatives of OIL.
- g. The contractor shall obtain freight bill and delivery order from the Steamer Agents and prepare guarantees, bond and/or undertaking, if required and obtain signature of the Designated Officer of OIL / authorized representatives of OIL before berthing of the vessel. The contractor shall collect freight cheques / freight payment advice from OIL as soon as the vessel takes berth and obtain delivery order. The contractor shall submit in writing a daily report of cases where delivery order could not be obtained for want of freight cheques or any other reason.
- h. The contractor shall endorse a certificate on the exchange control copy of each Bill of Entry to the effect that the Customs duty charged by the Customs Department is strictly in accordance with the technical explanation of the items and as per the tariff of the Customs Department including the applicable notifications granting exemptions and /or concessions.

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

(D) LIABILITY OF CONTRACTOR FOR DEMURRAGE:

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

be recoverable from the contractor in full. The decision of OIL in assessing/fixing the responsibility for recovery of such amount from the contractor shall be final and binding on the contractor.

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

(E) LODGING OF CLAIMS:

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

(F) HANDLING:

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

(G)PERIODICAL REPORTS:

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

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

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

(H)The contractor shall:

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

(I)PAYMENT:

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

- (1) AGENCY COMMISSION for obtaining customs/dock clearance for each sea consignment.
- (2) AGENCY COMMISSION for 'AIR CARGO CLEARANCE' for each air consignment.
- (3) Handling Charges for taking delivery of the cargo at hook point and subsequent loading/unloading charges to OIL's authorized transporter.

- (4) All payments towards custom duty, data entry charges payable to customs, freight, delivery charges, amendment charges, Port Charges viz. crantage, warfage, demurrage, forklift, crane, labour charges for de-stuffing, container movement and de-stuffing charges payable to steamer agents. AAI charges payable to third parties and not specially covered by the schedule of rates etc., will be initially paid by the clearing agent and it will be reimbursed to the clearing agent along with their agency fees. Claims should be supported by receipt and vouchers duly signed by the authorized person / agency.
- (5) REIMBURSEMENT of payments made on behalf of OIL to the Carriers (Air Lines or their Agents) On account of Freight, Delivery order/Documentation Fee, and Terminal/ Handling charges paid to A.A.I, and any other charges paid to Govt. or semi Government towards clearance on specific written advice of OIL as per actual.
- (6) Statutory taxes payable on OIL's material such as octroi duty / entry tax shall be initially paid by the Contractor and the same shall be reimbursed on production of original receipts, subject to admissibility.
- (7) The rates referred to in the schedule of rates include all expenses on account of establishment, staff, all taxes, permits, handling gears, lashing, packing, waterproof covering, stationery, conveyance, postage, telephones, telexes, fax etc. including lashing and packing charges, if charged by the Port Packers Association or any other agency etc. OIL shall not be liable to pay any charges on any account for the services covered under this contract except the charges payable for the services as per the Schedule of Rates.
- (8) In case of clearance of consignment through Bond u/s 49 **or** Sec. 59 involving bonding/ de-bonding, the contractor shall be entitled to the normal agency commission payable as per schedule of rates. However payment of transportation charges shall be regulated as per the Rate Schedule, for shifting of the consignment on actual basis.
- (9) Where stores are short-landed or landed but missing and thereafter they are cleared in adjustment. The completion of the formalities for such clearance will be regarded as a separate operation for the purpose of payment to the contractor, provided the same are cleared against a separate/fresh Bill of Entry.
- (10) The Schedules of Rates annexed herewith form an integral **PART** of this contract and are valid for the whole period of this contract as well as during extended period of contract if any. **No price escalation will be allowed under any circumstances during the period of validity of contract.**

(J) INVOICING AND BILLING

- a) The contractor shall submit his invoices in duplicate to OIL for each Bill of Lading/work order duly supported by Photostat copies of the relevant Bills of Entry / Shipping Bills duly acknowledged delivery challans etc. within 30 days of the delivery of the complete cargo. No PART bill/supplementary bill will be accepted except otherwise provided in specific clause under the contract. The invoices should be supported by details of total port rent /other charges paid, certificate regarding timely submission of explanation regarding port rent/other penal charges to OIL as well as submission of all port vouchers including signed invoices of Customs packing list, claims etc.
- b) The contractor shall submit their bills for actual or direct expenditure with original supporting vouchers as and when such expenses are incurred. If any such expenditure is considered unreasonable by OIL, the same may be disallowed and decision of OIL shall be final and binding.
- c) The payment against clear (undisputed) bills/invoices submitted by the contractor will be made by OIL within 30 (thirty) days from the date of submission of bill/invoices complete in all respect. The date of submission of invoices shall be the date when the invoice is received duly supported by all required certificates/vouchers in the manner prescribed by OIL from time to time. No interest shall be payable for any delay in payment. No advance against anticipated hire charges is payable under any circumstances.
- d) Bills preferred after 3 (three) months from the date of expiry of the Agreement shall not be entertained and will be treated as time barred.

(K) INCOME TAX - Income Tax as per rules shall be recovered from the contractor's invoices. The payment shall be made by OIL through ECS / RTGS/NEFT.

(L) TAXES:

- a) The contractor shall bear all taxes levies imposed on the contractor and its personnel as applicable from time to time under the provisions of Income Tax Act 1961 or any amendment thereof or under the Companies Act 1964 or any amendment thereof or any other Act etc. on account of payments received by him for the work done under the contract. It shall be the responsibility of the contractor to submit to the concerned Income Tax authorities the returns and all other connected documents in time. OIL shall if so required by applicable laws in force at the time of payment or at any direction received from the competent authority deduct any amount from each invoice as advance tax payable by the contractor at the rate in force from the amount due to the contractor and pay to the concerned tax authorities directly.
- b) SERVICE TAX/SALES TAX applicable if any, to the services under the contract shall be contractor's responsibility and payable by contractor.

OIL may however deduct taxes at source in accordance with applicable rules, regulations, laws, acts of the Government of India/Concerned State.

(M) LIQUIDATED DAMAGES:

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

PROFORMA- A**Contract Price Schedule:**

<u>Srl</u>	<u>Description</u>	<u>UOM</u>	<u>Qty.</u>	<u>Rate (Rs.)</u>	<u>Total (Rs)</u>
1.	Maximum Agency Commission charges for the services towards Customs/ Dock clearance for each Sea-shipment Cargo at Chennai port.	No.	30		
2.	Agency commission for the services towards Customs/ Dock clearance of the Cargo at Chennai port for estimated CIF value in percentage (%) .	Rs.	1,00,00,00,000.00		
3.	Charges for Handling of Cargo from Hook point to loading point on flat bed trailer deployed for onward transportation to Kakinada.	MT	4000		
4.	Charges for Handling of Cargo from Hook point to loading point on Truck deployed for onward transportation to Kakinada.	MT	100		
5.	Maximum Agency Commission charges for the services towards Customs clearance for each Air-shipment cargo/ at Chennai Air port.	No.	5		
6.	Agency Commission charges for the services towards Customs clearance for Air-shipment cargo at Chennai Air port for estimated CIF value in percentage (%) .	Rs.	75,00,000.00		
Total Estimated Contract Value for 2 years					
7.	Minimum Agency Commission for services under Srl. No. 2 (in Rs.)				
8.	Minimum Agency Commission for services under Srl. No. 6 (in Rs.)				

Note:

- (1) Quantities indicated above are for evaluation purpose only
- (2) Quoted rate should be inclusive of all applicable taxes including Service tax.
- (3) **Payment against Srl 1 and Srl 2 and Srl 5 and Srl 6: whichever is lower will be paid. Similarly, against Srl 2 and Srl 7 and Srl 6 and Srl 8: whichever is higher will be paid.**

Name of the Authorised Signatory:

Name of the bidder:

PROFORMA - B

BID FORM

**Oil India Limited,
Kakinada - 533004
Andhra Pradesh, India**

Sub: Tender No. : _____

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of award of Contract.

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

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

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

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

Dated this _____ day of _____ 2016.

To be digitally signed by Bidder's Authorized signatory

PROFORMA - C

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

We _____(Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the Envelope 'C' containing the Techno-commercial Bid.

To be digitally signed by Bidder's Authorised signatory

PROFORMA-D

STATEMENT OF NON-COMPLIANCE (excepting BRC)
(Only exceptions/deviations to be rendered)

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

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

To be digitally signed by Bidder's Authorized signatory

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

PROFORMA - E**FORM OF BID SECURITY (BANK GUARANTEE)**

**OIL INDIA LIMITED
KAKINADA-533004,
ANDHRA PRADESH, INDIA**

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Kakinada, India (hereinafter called the Company)'s tender No.: _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) 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 _____ day of _____ 20**.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
- (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), 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 both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall be irrevocable and shall remain in force up to and including the date (**) and any demand in respect thereof shall reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date: Place: _____

* The Bidder shall insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee shall be minimum 30 days after the end of the validity period of the Bid.

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

OIL INDIA LIMITED
KAKINADA-533004,
ANDHRA PRADESH, INDIA

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

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

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

We also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
 Designation _____
 Name of Bank _____
 Address _____
 Date..... Place _____

PROFORMA-G**CONTRACT FORM**

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at Nookalamma Temple Street, Kakinada, Andhra Pradesh hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference/Technical Specifications;
 - (c) Section-III indicating the Special Terms & Condition;
 - (d) Section-IV indicating the Schedule of Rates;
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

IN WITNESS thereof, each party has executed this Contract at ----- as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:
Status:
In presence of
1.
2.

Name:
Status:
In presence of
1.
2.

PROFORMA - I

PROFORMA LETTER OF AUTHORITY

TO

Executive Director (KGB&BEP),
OIL INDIA LIMITED,
D.No.11-4-7;3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
Andhra Pradesh, India

Sir,

Sub: OIL's Tender No. -----

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

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

Yours Faithfully,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

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

PROFORMA-I

AUTHORISATION FOR ATTENDING BID OPENING

TO

Date : _____

Executive Director (KGB&BEP),
OIL INDIA LIMITED,
D.NO.11-4-7;3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
Andhra Pradesh, India

Sir,

Sub : OIL's Tender No. -----

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening 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.