



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

## **Rajasthan Project**

2-A, Saraswati Nagar,  
District Shopping Centre  
Basni, Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729466  
Fax : 0291- 2727050  
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**Date: 26.12.2018**

## **FORWARDING LETTER**

**Tender No: CJI0150P19**

**SUB: Hiring of Services of 2.5 KL & 12 KL Capacity Bowser(Tankers) for Transportation of Light crude Oil(Condensate) from DND-GPC to the well sites of Baghewala OIL's Field Location in Rajasthan on call out basis, for a period of two (02) years with a provision for extension by one year on the same rates, terms and condition.**

1.0 OIL INDIA LIMITED (Rajasthan Project) invites ON-LINE Bids from Indigenous bidders for above mentioned works under Single Stage Composite Bid System through its e-Procurement site. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

- i) OIL's Tender No. : **CJI0150P19.**
- ii) Tender Fee : **NIL.**
- iii) Type of Bid : **Single Stage Composite System**
- iv) Bid Closing Date & Time : **29.01.2019;11:00 hrs (IST) on**
- v) Bid Opening (Composite) Date : **29.01.2019 ;15:00 hrs (IST) on**
- vi) Bid Opening Place : **Office of the Chief General Manager (M&C)**
- vii) Amount of Bid Security : **INR 40,500 /-**
- viii) Amount of Performance Security: **10% of annualized contract value.**
- i x) Mobilization Time : **Initial mobilisation within 15 days from date of LOA or mobilisation advice. Subsequent mobilisation within 3 days from date & time of mobilisation advice.**
- x) Liquidated Damage for Initial Mobilization : **If Transport Service Provider fails to place his/her Tanker/Bowser within the stipulated time limit of 15 days for initial mobilization from the date of receipt of call letter or intimation by letter or e-mail, then the contractor will be liable to pay liquidity damages to the company @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%.**

xi) LD for Subsequent Mobilization/Job Completion: The Transport Service Provider shall supply and maintain the service of the bowsters in normal service everyday (24 Hours) with driver throughout the day and night as required by the company. In case of failure to place the bowsters on the date notified by the Company or failure to place the bowsters within 72 hrs time as requisitioned by the company or failure to keep up the bowsters in normal service on any day and night, the transport service provider shall be liable to pay to the Company Liquidated Damage at the rate of two (02) times the fixed charge thereof per bowsters per day subject to maximum 7.5% of annualized estimated Contract value. The total shut down hours would be converted into number of days and for fraction of a day, the LD would be charged proportionately.

x) Duration of Contract

- For a period of 2 (Two) years. years with a provision for extension by one year at the same rates, terms and condition.

2.0 Please do refer to the User Manual provided on the portal on the procedure How to create Response for submitting offer.

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

4.0 **Goods and Services Tax (GST):** The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Please refer to Annexure – GST and take note of the content before submitting your offer

NOTE:

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

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

Yours faithfully,  
OIL INDIA LIMITED

(Daya Shankar)  
SR. MANAGER (M&C)  
FOR CGM(S)

## SECTION – I

### INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from Indigenous Service Providers / Contractors for the following services under Single Stage Composite System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI0150P19 .
- 1.2 Bid Closing Date : 29.01.2019  
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : Nil
- 1.4 Bid Security : INR 40,500/-
- 2.0 **Description of Services: Hiring of Services of 2.5 KL & 12 KL Capacity Bowser(Tankers) for Transportation of Light crude Oil(Condensate) from DND-GPC to the well sites of Baghewala OIL's Field Location in Rajasthan on call out basis, for a period of two (02) years with a provision for extension by one year on the same rates, terms and condition.**
- 3.0 Tender Document will not be issued physically by Company. Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.**
- 4.0 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company .
- 5.0 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate
- 6.0 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD

exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company

- 7.0 OIL reserves the right to refuse issue of User Id & Pass Word to such parties even after submission of necessary documentation as per online registration process, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-

**(END OF SECTION – I)**

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS**

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

1.1 Prospective Bidders may interact with Chief General Manager (Services) at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

#### **A. BIDDING DOCUMENT / TENDER DOCUMENT**

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

(a) A forwarding letter highlighting the following points:

- (i) Oil India Limited 's Tender No.
- (ii) Bid closing date and time.
- (iii) Bid opening date, time and place.
- (iv) The amount of Bid Security.
- (v) The amount of performance guarantee.
- (vi) Quantum of liquidated damages for default in timely mobilization.
- (vii) Applicability of Purchase Preference

- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Special Terms & Conditions & Scope of Work (Section - IV)
- (f) Bid form & Price Schedule details (Section - V)
- (g) The Bid Security Form (Section - VI)
- (h) The Performance Security Form (Section - VII)
- (i) The Contract Form of Agreement (Section - VIII)
- (j) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - IX)
- (k) General HSE Points (Appendix-A)
- (l) Procedure for obtaining labour license-(Appendix-B)
- (m) **Certificate of annual turnover & net worth(Annexure-I)**
- (o) Annexure-GST

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

#### **3.0 AMENDMENTS TO BIDDING DOCUMENT:**

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

- 3.2 The Addendum will be uploaded in OIL's e-Portal under "Amendments" folder. Prospective Bidders are requested to keep visiting OIL's e-portal from time to time to refer to the uploaded amendments before submission of their bid. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

## **B. PREPARATION OF BIDS**

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

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

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

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

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – IX.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – IX
- (v) All other Annexure, Proforma and Documents as required in the Tender

Price Bid comprising of the following documents

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

### **6.0 BID FORM:**

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

### **7.0 BID PRICE:**

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

- 7.4 **Goods & services Tax(GST)** as applicable on taxable part of the items provided by the contractor shall be extra and to Company's account. The evaluation and comparison of bids shall be made accordingly
- 8.0 **CURRENCIES OF BID AND PAYMENT:**  
As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.
- 9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**  
These are listed in Bid Rejection Criteria vide Section –IX of the Bidding document.
- 10.0 **BID SECURITY:**
- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" **must reach the office of Chief General Manager (Services), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected.** Tender Number and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal. Bidders can also submit their bid security through online payment gateway on OIL's e-tender portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical Unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the form of a Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VIII for the format) and valid for **90 days beyond the validity of the Bid.** The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a Successful Bidder fails:

- i) To sign the contract within reasonable time and within the period of bid validity, and /or,
- ii) To furnish Performance Security.

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

**11.0 PERIOD OF VALIDITY OF BIDS:**

11.1 Bids shall remain valid for **90 days after the date of bid opening** prescribed by the Company.

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

**12.0 FORMAT AND SIGNING OF BID:**

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

**C. SUBMISSION OF BIDS:**

**13.0 ONLINE SUBMISSION:**

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

13.2 The Rates/Prices along with price related conditions should be filled and upload under Notes and Attachment TAB of your bid as per Price-Bid Format attached under Notes and Attachment TAB in E-Portal only. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder.

13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified



through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.

- 13.5 The Tender is invited under SINGLE STAGE COMPOSITE SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.
- 13.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User - > Technical Bid Tab Page only. Please go through the help document provided in OIL’s e-Portal in details before uploading the document.

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

. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

**. Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.**

Very Important

- 13.7 Rates/Prices must be quoted in the “price Bid Format” provided/ uploaded under Notes and Attachment Tab.
- 13.8 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief General Manager (Services), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.
- (i) The Original Bid Security
- (ii) Power of attorney for signing the bid document.

- (iii) Other documents required to be submitted in original as per tender requirement, if any.

**14.0 The Integrity Pact: Not Applicable**

**15.0 DEADLINE FOR SUBMISSION OF BIDS :**

- 15.1 Bidders will not be permitted by the System to submit their Bid after the submission deadline is reached. The System time displayed on e-procurement web page shall decide the submission deadline.

**16.0 EXTENSION OF BID SUBMISSION DATE/TIME:**

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

**17.0 FORMAT OF BID SUBMISSION:**

- 17.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 17.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 17.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

**18.0 LATE BIDS:**

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

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 19.1 The Bidder, after submission of bid, may modify/ withdraw its bid any time before the scheduled bid closing date & time. Company will however not be responsible for any failure to upload & submit their bid due to last minute rush.
- 19.3 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**20.0 BID OPENING AND EVALUATION**

- 20.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter

is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

- 20.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 20.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 20.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 20.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 20.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 20.7 A Bid determined as not substantially responsive will be rejected by the Company and cannot subsequently be made responsive by the Bidder through correction of the non-conformity.
- 20.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 20.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 21.0 EVALUATION AND COMPARISON OF BIDS:

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

22.0 CONTACTING THE COMPANY:

- 22.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 22.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

**D. AWARD OF CONTRACT**

23.0 AWARD CRITERIA:

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

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

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

25.0 NOTIFICATION OF AWARD:

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

26.0 PERFORMANCE SECURITY:

- 26.1 Within 30 (THIRTY) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of annualized contract value) specified in the Forwarding Letter in the form of Bank Guarantee as per the performance Security Form as provided in the Bidding Document (Ref. Section – VII) or an irrevocable Letter of Credit (L/C) from any of the following Banks:
- i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR
  - b) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

- c) **Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.**

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

- 26.2 The performance security specified above must be valid for three (03) months beyond the expiry date of the contract & time period required to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10 % of the annualized contract value for the extended period and also to extend the validity of the performance security accordingly.
- 26.3 Failure of the successful bidder to comply with the requirements of para 26.1 or 26.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

#### INVOCATION OF PERFORMANCE BANK GUARANTEE

- 26.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 26.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Manpower and Materials etc. within the stipulated period irrespective of any reasons whatsoever.

#### 27.0 SIGNING OF CONTRACT:

- 27.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.
- 27.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

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

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

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

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

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

**(END OF SECTION – II)**

## SECTION – III

### GENERAL CONDITIONS OF CONTRACT

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

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

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

#### WITNESSETH:

- 1.0 The Contractor hereby agrees to carry out the work as per Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Agreement.

- 2.0 In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 3.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-II of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 4.0 **BREACH OF CONTRACTUAL OBLIGATION** means amongst others also the following:
- (i) Unauthorized use of the BOWSER when released to the Transport Supplier for undertaking its deployment for any other business purpose.
  - (ii) Withdrawal of BOWSER from the service before expiry of the term of this agreement for any reason whatsoever without the consent/instruction of the Company Engineer/Officer.
  - (iii) Failure to park the BOWSER after release on close of working hours at place designated by the company's engineer/officer.
  - (iv) Failure of the Service Provider to place the BOWSER for periodic inspection as per schedule as directed by Company's Engineer/Officer.
  - (iv) The Bowser must be owned and registered preferably in the name of the Firm or in the name of owner of the firm during the entire tenure of contractual period including extension period, if any.
- 5.0 **"LICENCE AND PERMITS"** means any and all of the following which must be valid and updated periodically by the Transport Supplier to the satisfaction of the Company: -
- a. Professional driving license(s) for the driver/operator.
  - b. Registration Book(s) with endorsement of Road Tax
  - c. Permits for plying the BOWSER for commercial purpose as may be required.
  - d. Road permits
  - e. Fitness certificate
  - f. Comprehensive insurance certificate(s) both for BOWSER as well as driver/Crew
  - g. Any other as required under law in force
  - h. Pollution under control certificate
- 6.0 **"STATUTORY ACTS"** means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following;
- i. The Motor Vehicle Act, 1988,
  - ii. The Motor Transport Worker's Act, 1961,
  - iii. The Contract Labour (Regulations & Abolition) Act, 1970,
  - iv. The Minimum Wages Act, 1948,
  - v. The Employees Provident Fund & Miscellaneous Act, 1952,
  - vi. The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
  - vii. The Workmen Compensation Act, 1923 &

- viii. Industrial Disputes Act, 1947
- ix Income Tax Act of India
- x. The Goods & Services Tax Act of India, 2017

## **7.0 OBLIGATIONS OF THE TRANSPORT SERVICE PROVIDER:**

- 7.1 The Service Provider shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.
- 7.2 The Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of BOWSER / BOWSER or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the BOWSER Service Provider only and shall be his/her sole responsibility. Be it stated particularly that the BOWSER Service Provider hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.
- 7.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the BOWSER Service Provider for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the BOWSER Service Provider will be solely against the BOWSER Service Provider and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the BOWSER Service Provider against the services envisaged under this agreement shall have to be settled and satisfied by the BOWSER Service Provider solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.
- 7.4 The Company shall neither entertain any demands from the employees of the BOWSER Service Provider nor deal directly or indirectly with any recognized or un-recognized unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the BOWSER Service Provider to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.
- 7.5 Any unsettled disputes between the BOWSER Service Provider and his/her employees leading to a legal or illegal strike by them would have to be settled by the BOWSER Service Provider expeditiously. In the event of such a strike, whether legal or illegal, the BOWSER shall be treated as shut down. Any failure on the part of the BOWSER Service Provider to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Service Provider shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as



stipulated hereof. In the event if it is proved that the Transport Service Provider was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the BOWSER Service Provider shall not be entitled to any damages or compensation whatsoever on account of such termination.

- 7.6 The Service Provider shall ensure that the BOWSER deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the BOWSER Service Provider outstanding bills. The Company's decision in this regard shall be final and binding.
- 7.7 The Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the BOWSER or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act/Minimum Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the BOWSER Service Provider only and shall be his/her sole responsibility.
- 8.0 The transport service provided under the contract shall be for transportation of light crude oil (Condensate) from DND-GPC to the well sites of Baghewala field of OIL in Rajasthan on call out basis.
- 9.0 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Transport Supplier is required to give to his/her driver as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.
- 10.0 The service shall be to the satisfaction of Company's Officer/Engineer who shall have powers, amongst other, to
- a) Order the BOWSER Service Provider to remove immediately any cause of unsatisfactory performance of the service.
  - b) Order the BOWSER Service Provider to replace, any person/driver/helper/mechanic/supervisor engaged for the running of BOWSER or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company
  - c) Order the BOWSER Service Provider from time to time such further instructions as shall be necessary for the purpose of rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non-compliance of the instructions will make the contractor liable for penalty as per the provisions of the contract.
- 11.0 The Transport Service Provider shall be required to provide bowser of capacity of 2.5KL & 12 KL of following make.
- 11.1 Scope of work: The Tanker/Bowser will be used for transportation of light crude oil(Condensate) from DND-GPC to the well sites of Baghewala field of OIL in Rajasthan. Contractor/Tanker should report within 3 (three) days of call out

notice/mobilization notice at aforesaid address. The tanker has to report at Baghewala on call out and carry crude from DND-GPC to the well sites of Baghewala field of OIL in Rajasthan on call out basis and report back at base station. notice/work order or completion of works whichever is later.

- 12.0 **Vintage of Equipment/Vehicle(s):** The supplied Bowser to be deployed for the services should not be registered more than 5 years before **original bid closing date**.
- 13.0 **Ownership of the Vehicle:** The Bidder shall provide good condition bowser registered preferably in the name of the Firm or in the name of the owner of the firm or produce an undertaking/NOC from the owner of the vehicles for providing services of the vehicle if it is not registered in the name of the firm or owner of the firm. The bidder should submit documentary evidence in support of and also provide the same proof at any time in duration of the contract, if required.
- 14.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.
- 15.0 **MOBILISATION OF VEHICLE:** Initial Mobilization: 15 DAYS, Subsequent mobilization: 3 (Three) days from the issue of mobilization notice.
- 16.0 **LIQUIDATED DAMAGES/PENALTY:**
- i) Liquidated Damage for Initial Mobilization: If Transport Service Provider fails to place his/her Tanker/Bowser within the stipulated time limit of 15 days for initial mobilization from the date of receipt of call letter or intimation by letter or e-mail, then the contractor will be liable to pay liquidity damages to the company @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%
- ii) LD for Subsequent Mobilization/Job Completion: The Transport Service Provider shall supply and maintain the service of the bowsers in normal service everyday (24 Hours) with driver throughout the day and night as required by the company. In case of failure to place the bowsers on the date notified by the Company or failure to place the bowsers within 72 hrs time as requisitioned by the company or failure to keep up the bowsers in normal service on any day and night, the transport service provider shall be liable to pay to the Company Liquidated Damage at the rate of two (02) times the fixed charge thereof per bowsers per day subject to maximum 7.5% of annualized estimated Contract value. The total shut down hours would be converted into number of days and for fraction of a day, the LD would be charged proportionately.
- 16.2 The contractor shall compensate the company if there is a loss of Condensate during transit. The amount of such loss will be recovered at the prevailing rate on pro-rata basis from the Contractor's outstanding bills.
- 16.3 In case the contractor tanker is met with an accident damaging the life and property of 3rd party, the contractor shall sort out the matter immediately with the 3rd party and settle all the dues at the earliest. For the accident case, (which is to be substantiated by proper Police Report and MVI Report) any loss will be recovered from the contractor's outstanding bills

at the prevailing market price which will not be lower than the price of the transported condensate.

- 16.4 In case of sudden withdrawal of bowser/ tanker without prior permission of the Company, a penalty shall be levied at the rate Rs. 400.00 (Rupees four hundred only) per day. This shall be in addition to the penalty imposable as per the LD clause No. 16.0 above.
- 17.0 **PAYMENT** : For the purpose of payment for the service rendered the Contractor shall:
- i) Accept as final the delivery challan which must be signed per job basis by the Company's Engineer/ representative. Any deletions and/ or overwriting on the challan must be avoided as far as practicable and if such deletions and overwriting are incidence, the same must be countersigned by the Company's Engineer, otherwise the Statement-cum-bill shall not be accepted
  - ii) Prepare per job statement-cum-bill and submit the same to the Company's Engineer for verification at the end of the job.
- 18.0 **DURATION OF THE AGREEMENT:** The duration of the Agreement shall be effective from the date mentioned in work order for a fixed period of 02 (two) years with a provision to extension by one year on callout basis.
- 19.0 The Transport Service Provider shall undertake to fully indemnify the Company against any and all claims which may arise under the Motor Vehicles Act, Mines Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act and /or Statutes having bearing over the service and /or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.
- 20.0 **INSURANCE:** The transport supplier shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials, equipment and vehicles belonging to the Transport supplier or his/her contractors during the currency of the agreement and provide certificates of such insurance.
- 21.0 **ASSIGNMENT:** The Transport Supplier shall not assign his/her rights, duties and obligations arising under this agreement and sublet to any third person or party except in respect of payments to be received by Transport Suppliers, if acceptable to the Company.
- 22.0 **SUB-CONTRACT:** The Transport Supplier shall not sub-contract all or any part of the work envisaged under this Agreement.
- 23.0 **FORCE MAJEURE :**
- 23.1 Notwithstanding anything herein to the contrary, the Transport Service Provider shall not be liable for forfeiture of his Performance security, payment of penalties or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligation under the Agreement is the result of any event of Force Majeure.
- 23.2 For the purpose of this clause, "Force Majeure" means as event beyond the control of or and not involving The Transport Service Provider's fault or negligence. Such events include, but are not restricted to act of Company either in its sovereign or on agreement capacity, words or revolutions, fires, floods epidemics, quarantine restrictions and freight embargoes.

- 23.3 If a Force Majeure situation arises the Transport Service Provider shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by Company in writing, the Transport Service Provider shall continue to perform his obligations under the Agreement as far as in reasonably practicable and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.
- 23.4 In the event of Force Majeure conditions involving war hostilities, riots, civil commotions, earthquake, strikes /lockouts, whether legal/illegal etc. prevailing and continuing for more than 15 days, the Company shall be entitled to terminate the Agreement by giving 15 days Notice thereof in writing after the first days of Force Majeure.
- 24.0 **APPLICABLE LAWS:**
- 24.1 The contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Jodhpur, Rajasthan.
- 24.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the contract:
- a) The Mines Act 1952-as applicable to safety and employment conditions.
  - b) The Minimum Wages Act, 1948.
  - c) The Oil Mines Regulations, 1983.
  - d) The Workmen's Compensation Act, 1923.
  - e) The Payment of Wages Act, 1963.
  - f) The Payment of Bonus Act, 1965.
  - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
  - h) The Employees Pension Scheme, 1995.
  - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
  - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - k) The Rajasthan Tax Act
  - l) The Goods & Services Tax Act,2017.
  - m) Customs Act & Rules
  - n) Environment Protection Act
  - o) Public Liability Act.
  - p) Income Tax Act,
  - q) Insurance Act.
- 25.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/ Contractor shall reimburse/pay Contractor/company for such additional/ reduced costs actually incurred.
- 26.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial

activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.

- 27.0 **Estimated Value of Agreement:** The total evaluated value of the Agreement (all inclusive) is estimated to be INR. .... (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms Proforma-I of this Agreement.
- 28.0 **Commencement of Contract:** The Contractor must commence the work within the date mentioned in the work order/mobilization notice. Non-compliance of this time schedule will call for imposition of Liquidated Damages.
- 29.0 **Validity of the Agreement:** The Agreement shall remain valid for a period two year with the provision of extension for another one year on same rates, terms and condition from the date of commencement of first job as mentioned in the mobilization. The contract can be terminated by OIL giving two months' prior notice to the bidder/ service provider.
- 30.0 **Work Completion Time:** The Contractor must commence the work within the date mentioned in the mobilization notice/work order and the work should be completed within the date mentioned in the mobilization notice. Non-compliance of this time schedule will call for imposition of Liquidated Damages.

31.0 **LIABILITY:**

- 31.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 31.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

**31.3 LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the

Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

#### **31.4 INDEMNITY AGREEMENT:**

(a) Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

(b) Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

#### **32.0 FORCE MAJEURE:**

32.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.

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

32.3 Should 'Force Majeure' conditions as stated above occur and should the same be notified within seventy-two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Force Majeure' period unless otherwise agreed to.

#### **33.0 TERMINATION:**

33.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

**33.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

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

**33.3 TERMINATION ON ACCOUNT OF INSOLVENCY:**

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

**33.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 (seven) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**33.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and/or obligations under the Agreement 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 Agreement.

**33.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.**

**33.7 CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

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

**33.9 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 7 (seven) days written notice to**

the Contractor due to any other reason not covered under the above clauses from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Agreement up to the date of termination.

- 33.10 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Contractor with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Contractor shall demobilize his personnel and materials.

#### 34.0 **ARBITRATION:**

##### 34.1 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(thirty) 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
Up to Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.



7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

34.2 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 34.1 & 34.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

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

#### 36.0 **TAX LIABILITIES**

36.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

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

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

36.4 **GST Clause:** The quoted prices shall be **exclusive of GST** and GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the contractor shall be paid by the company as per the provisions of GST Act. **Please refer to Annexure-GST,** while submitting your offer in GST regime.

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

38.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, workflow, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

38.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of work and the information/maps/Seismic Data/Log suites etc. provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. The various outputs/deliverables generated and the inferences and interpretations drawn as part and parcel of the work carried out under the terms of the Contract shall not be divulged by the Contractor or its employees to any other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

#### **39.0 CHANGES:**

39.1 During the performance of the work, Company may make a change in the work mutually agreed within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.

39.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates and Payment. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

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

41.0 **MISCELLANEOUS PROVISIONS**:

41.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

41.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

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

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

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

43.0 **RECORDS, REPORTS AND INSPECTION**: The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the deliverables and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs reasonable times for inspection by the Company's designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a weekly written report, on form prescribed by the Company showing details of work during the preceding week. The Contractor shall not, without Company's written consent allow any third

person(s) access to the said records, or give out to any third person information in connection therewith.

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

#### **45.0 WARRANTY AND REMEDY OF DEFECTS**

**45.1** The Contractor warrants that he shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, and efficiency with instructions and guidance which the Company may, from time to time furnish to the Contractor.

**45.2** The rights and remedies of the Company provided by this clause are in addition to any other right and remedies provided by law or in equity or otherwise.

#### **46.0 OTHER CONDITIONS:**

**46.1** Employees of OIL INDIA LIMITED are prohibited from quoting against this tender and also from getting other to quote on their behalf against this tender.

**46.2** Any dispute arising out of this tender will be subject to the jurisdiction of the Court of Jodhpur.

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

**46.4** The vehicle should have commercial registration preferably in the name of the firm or in the name of the owner of the firm or leased through proper agreement for the entire period of contract including extension period, if any.

#### **47.0 SET OFF CLAUSE :**

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

**(END OF SECTION – III)**

**ANNEXURE-I**  
**(Section-III)**

**DECLARATION OF PARTICULARS OF RELATIVES WORKING IN OIL INDIA LIMITED**

I HERBY CERTIFY THAT:

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

Sl. No.	Name	Relationship	Department

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

Relatives would include spouse/sons/daughters/brothers/sisters/first cousin/uncles and their spouses/in-laws.

(Please strike out whichever is not applicable)

Signature of the bidder:

Name of the bidder

**SECTION – IV**  
**SPECIAL TERMS & CONDITIONS**

1.0 Definitions and conditions governing the services in this contract, unless the context otherwise requires.

1.1 "AGREEMENT" means this service Agreement.

1.2 "WORK" or "SERVICE" means each and every activity required for the successful performance of this contract.

1.3 "TANKER OR BOWSER" means self propelled transport tanker/ bowser on which a certified calibrated tank is mounted for the purpose of transportation of Crude oil / Condensate/ Light Oil by road.

1.4 "LOADING POINT" means point where arrangement for loading in the tanker is provided by the Company.

1.5 "UNLOADING POINT" means point where arrangement for emptying the loaded tanker is provided by the Company.

1.6 "BASE STATION" Jodhpur as the base station.

1.7 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following:

- i) Carriage of unauthorized passengers/ materials other than Condensate/ Light Oil in the tanker / bowser by the Contractor while under this Agreement with the Company.
- ii) Withdrawal of hired tanker/ bowser from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/ instruction of the Company Engineer.

1.8 "COMPANY" means Oil India Limited.

1.9 "COMMENCEMENT OF SERVICES" means the date of placement of the tanker under this Agreement.

1.10 "COMPANY ENGINEER" means the following:

- i) DGM-Production (RP) or his nominee in case of the following events:
  - a) Normal operation of service after placement on call out basis under the department.
  - b) Instruct Contractor to replace by more suitable hand of driver/ Helper engaged for operating the tanker/ bowser.
  - c) Determination of shutdown or standby, liquidated damages and penalties for default of breach of contract.
  - d) Release of tanker/ bowser and termination of this Agreement in case of complaints as to its deteriorated mechanical conditions.
  - e) Release of tanker/ bowser upon conclusion of this Agreement.
  - f) Scrutiny of documents regarding contractor's compliance with the requirements under this Agreement for permits, licenses, employee's etc.
  - g) Determination of instances of shutdown or standby due to Force majeure, Bundhs etc.

1.11 "DUE DATE OF PLACEMENT" means the date stipulated in the contract for placement of bowser/ tanker.

1.12 "DETERIORATED CONDITION OF TANKER/ BOWSER" means any tanker/ bowser found not acceptable to Company Engineer after mechanical inspection or/ and tanker/ bowser found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/ and tanker/ bowser which is/ are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and/ or tanker/ bowser refused by the Company Engineer/ user department as being unfit.

1.13 "DRIVER" means an individual possessing sound mental and physical health who must be in possession of Professional Driving License and PSV badge (to drive the tanker/ bowser under this Agreement) issued by the Regional Transport Authority, having jurisdiction over the area of operations of the Company, who is engaged by the Contractor and provided with the service envisaged under this Agreement, cost whereof included in the Contract costs.

1.14 "DEFAULT" means any of the following omissions or commissions by the Contractor or his/ her crew, which will lead to shutdown of tanker/bowser and/or breach of contractual obligations:

- a) Delay in initial placement of tanker/ bowser beyond the stipulated date.
- b) Unsuitability of the Driver or Helper.
- c) Drunkenness and intoxication of the driver and/ or the Helper.
- d) Non-availability of tanker/ bowser due to any reason, whatsoever, including but not limited to the conditions mentioned below:
- e) Deteriorated mechanical condition of the tanker/ bowser and/ or breakdown.
- f) Non-possession of the valid permits and licenses for the crew and tanker/ bowser.
- g) Non-supply of fuel.
- h) Delay in placement of tanker/ bowser on any day as per the instruction of the Company Engineer and/ or unauthorized and un-timely release of tanker/ bowser on any day without prior permission and authorization from the Company/ engineer during the tenure of this Agreement.

1.15 "INSPECTION" means initial inspection carried out by the Company Engineer to ascertain road-worthiness of the tanker/ bowser. The Company's decision in this regard shall be final.

1.16 "INSURANCE" means comprehensive insurance of the tanker/ bowser and shall include insurance of the crew.

1.17 "LICENCE AND PERMITS" means any and all of the following, which must be valid and updated periodically by the Contractor to the satisfaction of the Company.

- a) Professional driving license(s).
- b) Registration Book(s) with endorsement of Road Tax.
- c) Permits for plying the tanker(s)/ bowser(s) for commercial purpose as may be required.
- d) Road permits
- e) Road Fitness Permit(s).
- f) Tank Calibration Certificate
- g) Pollution Control Certificate.
- h) Comprehensive insurance certificate(s).
- i) Any other as required under law in force.

1.18 "PENALTY" means the amount payable by the Contractor in the event of breach of Contract which shall be as per clause No.3.0 mentioned below. Penalty shall be levied

irrespective of whether such breach resulted in a shut-down or otherwise. In addition no payment shall accrue to the contract in the event of breach of contract leading to penalty.

1.19 "STATUTORY ACTS" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following.

- a) The Motor tanker/ bowser Act, 1988.
- b) The Motor Transport Worker's Act, 1961
- c) The Contract Labour (Regulations & Abolition) Act, 1970.
- d) The Minimum Wages Act, 1948.
- e) The Employees Provident Fund & Miscellaneous Act, 1952.
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 2017
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Any other Act as applicable from time to time.

The Contractor shall be solely responsible for compliance with all statutory acts at all time during the tenure of the service Agreement.

1.20 "SHUT DOWN" means disruption/ non-availability of the Service due to any of the defaults.

1.21 "TAXES AND DUTIES" means Road Tax, Fitness Fee, Road permit Fee, Registration Fee, Service tax, VAT for tanker/ bowser and crew etc. as may be due and payable by the Contractor entirely at his/ her own cost towards operation of the services envisaged under this Agreement.

1.22 Deduction of Tax at source shall be made from the Contractor's payment towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 & VAT or any other Act where requires deduction of tax at source which may be in force from time to time.

2.0 MOBILIZATION: The Contractor is required to mobilize the tanker at DND GPC within three (3) days from the date of receipt of our notice for mobilization.

### 3.0 LIQUIDATED DAMAGE (LD):

i) Liquidated Damage for Initial Mobilization: If Transport Service Provider fails to place his/her Tanker/Bowser within the stipulated time limit of 15 days for initial mobilization from the date of receipt of call letter or intimation by letter or e-mail, then the contractor will be liable to pay liquidity damages to the company @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%

ii) LD for Subsequent Mobilization/Job Completion: The Transport Service Provider shall supply and maintain the service of the bowsters in normal service everyday (24 Hours) with driver throughout the day and night as required by the company. In case of failure to place the bowsters on the date notified by the Company or failure to place the bowsters within 72 hrs time as requisitioned by the company or failure to keep up the bowsters in normal service on any day and night, the transport service provider shall be liable to pay to the Company Liquidated Damage at the rate of two (02) times the fixed charge thereof per bowsters per day subject to maximum 7.5% of annualized estimated Contract value.



The total shut down hours would be converted into number of days and for fraction of a day, the LD would be charged proportionately.

3.2 The contractor shall compensate the company if there is a loss of Condensate during transit. The amount of such loss will be recovered at the prevailing rate on pro-rata basis from the Contractor's outstanding bills.

3.3 In case the contractor tanker is met with an accident damaging the life and property of 3rd party, the contractor shall sort out the matter immediately with the 3rd party and settle all the dues at the earliest. For the accident case, (which is to be substantiated by proper Police Report and MVI Report) any loss will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than the price of the transported condensate.

3.4 In case of sudden withdrawal of bowser/ tanker without prior permission of the Company, a penalty shall be levied at the rate Rs. 400.00 (Rupees four hundred only) per day. This shall be in addition to the penalty imposable as per the LD clause No. 3.0 above.

3.5 In case of default as mentioned below, LD shall be levied as per sub-clause 3.0(ii) above.

- a) Unsuitability of the Driver and Helper.
- b) Drunkenness and intoxication of the driver and Helper
- c) Non-availability of tanker/bowser due to any reason, whatsoever, including but not limited to the following conditions.
  - i) Deteriorated mechanical condition of the tanker/bowser and/or breakdown.
  - ii) Non-possession of the valid permits and licenses for the crew and tanker/bowser.
  - iii) Non-supply of fuel.
  - iv) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement

#### 4.0 BILLING & PAYMENT:

4.1 For the purpose of payment for the service rendered the Contractor shall:

- i) Accept as final the delivery challan which must be signed per job basis by the Company's Engineer/ representative. Any deletions and/ or overwriting on the challan must be avoided as far as practicable and if such deletions and overwriting are incidence, the same must be countersigned by the Company's Engineer, otherwise the Statement-cum-bill shall not be accepted
- ii) Prepare per job statement-cum-bill and submit the same to the Company's Engineer for verification at the end of the job.

**(END OF SECTION – IV)**

## SECTION-V

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

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

Date :

Tender No. :

(Insert Bidder's name and address)

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within 15 days initially mobilization and within 3 days subsequent mobilization calculated from the date of receipt of mobilization notice from Company against each call (as and when required) during the currency of the contract.

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

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

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

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

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

-----  
(Signature)

-----  
(in the capacity of)

Bidder's Name :

Bidder's Address :

**(END OF SECTION – V)**

## **SECTION – VI**

### **FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder) ..... (hereinafter called “the bidder”) has submitted his bid dated (Date) .....for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “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 ..... , 2018 .

THE CONDITIONS of this obligation are:

- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a Successful Bidder fails:
  - (i) To sign the contract within reasonable time and within the period of bid validity, and /or,
  - (ii) To furnish Performance Security.
  - (iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.Or
- (c) If the bidder furnishes fraudulent documents/information in their bid.

We (Name & address of Bank) undertake to pay to Company up to the above amount upon receipt of its first written demand, 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 any of the conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date, 210 days after the closing date for submission of bids as stated in the tender document.

DATE: .....

.....

SIGNATURE OF THE BANK OFFICIAL:

NAME OF BANK OFFICIAL

WITNESS: .....

SEAL: .....

(Signature, Name and Address)

- 
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.
  - The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:  
The bank guarantee issued by the bank must be routed through SFMS platform as per following details:
    - (i) "MT 760 / MT 760 COV for issuance of bank guarantee.
    - (ii) "MT 760 / MT 767 COV for amendment of bank guaranteeThe above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:- AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003

**(END OF SECTION - VI)**

## SECTION - VII

### FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\*

To: (Name of Company  
(Address of Company .....))

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

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

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

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

This guarantee is valid until the date (.....) \*\* six months after Contract Completion.

AUTHORISED SIGNATORY OF THE BANK: .....  
Name of Bank Official : .....  
Address : .....  
Date : .....  
BANK'S SEAL

---

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

\*\*An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 25.0 under Section-II.

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

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

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

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

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

(END OF SECTION-VII)

## **SECTION-VIII**

### **SAMPLE FORM OF AGREEMENT**

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

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

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

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

SIGNED, SEALED AND DELIVERED

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

On behalf of the Contractor  
in the presence of:

Name \_\_\_\_\_  
Address \_\_\_\_\_

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

On behalf of the Company  
in the presence of:

Name \_\_\_\_\_  
Address \_\_\_\_\_

\* Bidders are NOT required to complete this form.

**(END OF SECTION - VIII)**

## **SECTION - IX**

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

#### **A. BID REJECTION CRITERIA (BRC):**

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

#### **1.2 TECHNICAL:**

1.2.1 The Bidder should have experience and expertise in transport business, particularly in Heavy Transport Vehicles. During last seven years calculated upto the scheduled bid closing date, the bidder must have experience of successfully completing at least one similar work.

1.2.2 The bidder shall have experience in carrying out 'SIMILAR NATURE' of jobs in PSUs/ Central/ State Govt. Enterprises/ Private companies. The bidder shall provide necessary documentary evidence for the same.

'SIMILAR NATURE' means the bidder must be in the business (in his/her own name) of providing services for transportation of crude oil / condensate / other petroleum products / hazardous chemicals/liquid mud/ saline water/ Work Over Fluid(WOF)/Water through tanker(s) / bowser(s) (having capacity not less than 9 Kls) and have the experience of successfully executing atleast 1(one) contracts for such transport services during last 7 (seven) years (ending bid closing date).

1.2.3 The vintage of the bowsers should not be more than 5 years as on original bid closing date.. All relevant papers for the bowsers should be provided along with the bid.

#### **2.0 FINANCIAL:**

2.1 Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs. 3.50 Lakhs.

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

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

i) A certificate issued by a practicing Chartered Cost Accountant(With Membership Number and Firm Registration Number) certifying the Annual Turnover and Net worth as per Format prescribed in Annexure.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking

certifying that the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far.

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

2.3 Conditional offers will be rejected.

3.0 Bid will be rejected if not accompanied with adequate documentary proof in support of experience and turnover as mentioned in Para 1.2.1 , 1.2.2,1.2.3 2.1 & 2.2.

Note -1:

For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid:-

I.0 In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/ 'Service Entry Sheet (SES)' of jobs successfully executed during the last seven years ending bid closing date, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

II.0 Certificate issued by any other Public Sector Undertaking/ Govt. Department, private company (for jobs successfully completed during the last seven years ending bid closing date) showing:

- a) Gross value of job done; and
- b) Nature of job done; and
- c) Time period covering the financial year(s) as per the NIT.

3.1 The bidder must confirm to mobilize within 03 (three) days the services of a bowser at site as and when advised by OIL.

3.2 The bowser / tanker to be offered for the service must be of capacity 2.5 kl and 12 kl, model (year of manufacture), vintage not more than 05(Five) years as on original bid closing date. Valid documentary evidence from the appropriate authority in support of ownership, year of manufacture, Road Permits, Registration, Road Tax, Fitness, Comprehensive insurance, Tank calibration certificate, Explosive license, Pollution Certificate and Stamped dip stick for the tanker / bowser offered by the bidder shall be provided along with the bid.

3.3 The Tanker/ bowser to be certified by statutory authority for carrying explosive / flammable materials.

#### 4.0 **COMMERCIAL:**

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

4.2 Prices must be quoted by the Bidders in Indian Rupees (INR) strictly as per format (PROFORMA-II) available in OIL's E-Portal under **Notes and attachment Tab.**

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

- 4.4 Bid Security in original must reach the office of Chief General Manager (Services), Oil India Limited, Rajasthan Project, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Micro and Small Firms registered with NSIC/Directorate of Industries/MSME in India are exempted from submission of bid security against this tender.
- 4.5 Bids uploaded in OIL’s e-Tender Portal will only be considered.
- 4.6 Bidders must quote rates in accordance with the price schedule in PRICE BID FORMAT, otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, ‘NIL’ should be mentioned against such part of work.
- 4.7 Bids received by Company after the bid closing date and time will be rejected.
- 4.8 User ID and Password are not transferable. Offers made by bidders who have not been issued/ permitted to download the bid document by the Company will be rejected.
- 4.9 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 4.10 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate with encryption [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 4.11 The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.

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

#### 5.0 Purchase Preference Clause for MSE Bidders:

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

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

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



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

**5.1 Documentation Required to be submitted by MSEs:**

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

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

**6.0 GENERAL:**

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

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

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

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

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

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

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

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

**PROFORMA-I**

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

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

**(Authorised Signatory)**

**Name of the Bidder :** \_\_\_\_\_

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

**PRICE SCHEDULE FORMAT / SCHEDULE OF WORK**

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

Sl.No.	Description	Unit	Qty.	Rate (Rs)	Total (Rs)
(1)	(2)	(3)	(4)	(5)	(6)=(4X5)
10	Running Charges for 2.5 KL Bowser	KM	45,000.00		
20	Rental Charges for 2.5 KL Bowser	DAY	140.00		
30	Running Charges for 12 KL Bowser	KM	24,000.00		
40	Rental Charges for 12 KL Bowser	DAY	100.00		
	<b>TOTAL PRICE [SUM OF COLUMN (6) ABOVE]</b>				

**Note:**

1. The Bidder should quote the rates inclusive of all type of applicable State/Central taxes and duties/levies, **but exclusive of Goods & Services Tax (GST)** against each item of services/works. However, the bidder should indicate separately the quantum of any other taxes/duties included in their quoted rates.

2. The number of days/parameters shown above are only for estimation purpose. The Contractor will be paid on the basis of the actual number of days/parameters, as the case may be and the rates will be pro-rated up to the nearest half hour basis for part of the day.

3. Rate indicated above are inclusive of charges towards mobilization, demobilization if any.

4. Running charges shall be deemed to include all expenditures of the Contractor (viz. Cost of fuel and consumables like lubricants, tyre / tube, battery and other maintenance expenditure including accessories involved with tax element there on as applicable) towards movement of the Tanker.

5. The Contractor is required to mobilize the tanker at Jodhpur within three (3) days from the date of receipt of our notice for mobilization. The bidders are required to quote running charges shown above are per KM basis towards the movement of the tanker and considering the base station as Jodhpur.

6. Fixed charges will be paid on the basis of the actual number of days/parameters per trip, as the case may be and the rates will be pro-rated up to the nearest half hour basis for part of the day.

7.0 The rates Per Kilometer run shall be corresponding to the HSD rate on Bid Opening Date prevailing at Jaisalmer will be considered as base price. All minor Increase/Decrease of rate of fuel (HSD) price during currency of the contract within 5% shall be absorbed by the contractor. In case of any change in rates of HSD beyond 5% compensation for increase/Decrease in running cost will be paid to the contractor or recovered as the case may be. For calculation of such compensation, mileage (HSD compensation rate) for the bowser will be considered as 6 KM /litre.

**(END OF SECTION –IX)**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

**GENERAL HSE POINTS**

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.
- 2.0 Every person deployed by the Contractor in a mine must wear uniform to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated by company.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- 7.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The staff employed by contractor will not refuse to follow any instruction given by the Company's Official for safe operation.
- 8.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 9.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 10.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 11.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 12.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 13.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 14.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

- 15.0 Records of daily attendance, accident report etc. are to be maintained in Form B. EJ (as per Mines Rules 1955) by the Contractor
- 16.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 17.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 18.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 19.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor
- 20.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 21.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 22.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 23.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.
- .....

## **APPENDIX-B**

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

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

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

#### **Notes:**

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

\*\*\*\*\*

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

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

1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
2. The quoted price shall be deemed to be inclusive of all taxes ,duties & levies except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL/client shall not be liable to make any payment on account of GST against such invoice.
4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.
6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.
7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.



8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.

11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

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

**15. Documentation requirement for GST**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;

- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

#### **16. GENERAL REMARKS ON TAXES & DUTIES:**

In view of GST Implementation from 1st July 2017, Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

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