



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

**Materials Department  
(Rajasthan Project)**

02-A, District Shopping Centre,  
Saraswati Nagar, Basni  
Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729466  
Fax : 0291-2727050  
Email: mat\_rp@oilindia.in

Date: 03.07.2019

**FORWARDING LETTER**

**Sub: Hiring of services of Hydraulic Pick ‘n’ carry crane of 10 Ton capacity with operator & crew as and when required basis at Hamira Stores for a period of Four(04) years.**

1.0 Rajasthan Project of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Project Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

OIL invites your ONLINE competitive bid for Hiring of services of Hydraulic Pick ‘n’ carry crane of 10 Ton capacity with operator & crew on as and when required basis at Hamira Stores for a period of Four (04) years.

2.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- |       |                                   |   |  |
|-------|-----------------------------------|---|--|
| i)    | OIL’s Tender No.                  | : | CJI1800P20   |
| ii)   | Tender Fee                        | : | NIL.   |
| iii)  | Type of Bid                       | : | <b>Single Stage Two Bid System</b>   |
| iv)   | Bid Closing Date & Time           | : | 24.07.2019 at 11.00 hrs (IST)  |
| v)    | Technical Bid Opening Date & Time | : | 24.07.2019 at 15.00 hrs (IST)  |
| vi)   | Bid Opening Place                 | : | Office of Chief General Manager (Services),<br>Oil India Limited, Jodhpur, Rajasthan |
| vii)  | Amount of Bid Security            | : | INR <b>4.74 Lacs</b> (Non- interest bearing)   |
| viii) | Amount of Performance Security    | : | 10 % of 1 year of the Estimated Contract Value.                                      |
| ix)   | Mobilization Time                 | : | Within 48 Hours of notice.   |
| x)    | Duration of Contract              | : | Four(04) years .   |

xi)Liquidated Damage for : The Crane Service Provider shall supply and maintain the service of the crane in normal service everyday (24 Hours) with operators & crew throughout the day and night as required by the company. In case of failure to place the Crane on the date specified in LOA or failure to place the crane as requisitioned by the company or failure to keep up the crane in normal service on any day and night, beyond the allowable 24 Hours shut down per month for maintenance break, the Crane Service Provider shall be liable to pay to the Company Liquidated Damage at the rate of two (02) times fixed charge or part (on prorated basis) thereof per Crane per day subject to maximum 7.5% of 1st year 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. The above LD is in addition to proportionate deduction of Fixed Charge for shut down hours. Such damages may be recovered from the Crane Service Provider's outstanding bills or may be reduced or waived at the Company's discretion.

xii)Integrity Pact:

**Integrity Pact(Section-X) has to be signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal. Any bid not accompanied by Integrity Pact Proforma duly signed(digitally) by the bidder shall be rejected straightway**

- 3.0 **Please do refer to the User Manual (latest revision) provided on the portal on the procedure How to create Response for submitting offer.**
- 4.0 PURCHASE PREFERENCE: Purchase Preference (Linked to Local Content) if allowed, shall will be applicable as per latest Govt. Guidelines against this tender. Please refer to Annexure-PP-LC. 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.
- 5.0 **GST Clause: Please refer to Annexure – GST.**
- 6.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance /noncompliance to all the terms and conditions of NIT.
- 7.0 We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.
- 8.0 Bidders to categorically fill up undertaking as per format provided vide Annexure-K and submit the same along with their bid.
- 9.0 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/

costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven days from the date of Price-Bid opening of the tender.

Yours faithfully,  
OIL INDIA LIMITED

**(DAYA SHANKAR)**  
**SR. MANAGER (M&C)**  
**FOR CGM(SERVICES-RP)**  
**FOR EXECUTIVE DIRECTOR (RP)**

**SECTION – I**  
**INVITATION FOR BIDS**

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Two Bid System for its RAJASTNAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI1800P20.
- 1.2 Bid Closing Date : 24.07.2019  
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : NIL
- 1.4 Bid Security : INR **4.74 Lacs** (Non- interest bearing)
- 2.0 **Description of Services:** Hiring of services of Hydraulic Pick ‘n’ carry crane of 10 Ton capacity with operator & crew on as and when required basis at Hamira Stores for a period of four(04) years.
- 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 Company's Materials & Contracts Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

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

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

- (a) A forwarding letter highlighting the following points:
  - (i) Oil India Limited's Tender No.
  - (ii) Bid closing date and time.
  - (iii) Bid opening date, time and place.
  - (iv) The amount of Bid Security.
  - (v) The amount of Performance Security
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Terms & Conditions (Section –III)
- (e) Special Conditions of Contract (Section-IV)
- (f) Scope of Work(Section-V)
- (g) Bid Form & Price Schedule Details (Section-VI)
- (h) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)+PERFORMA I,II&III (Section - VII)
- (i) Sample Form of Agreement (Section-VIII)
- (j) The Bid Security Form & Performance Security Form (Section- IX)
- (k) Integrity Pact(Section- X)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining labour license (Appendix-B)
- (n) 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 All addendum, Corrigendum, time extension etc. to the tenders will be hosted on above website and e- portal and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

## **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 Two bid 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 – VII.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – VII .
- (v) All other Annexure, Proforma and Documents as required in the Tender

Price Bid comprising of the following documents

- (i) Bid Form & Price Schedule Details as per Section – VI and Price bid as per PROFORMA-II of Section-VII

### **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 – VI and Proforma – II of Section VII respectively.

### **7.0 BID PRICE:**

7.1 Prices must be quoted by the Bidders in Indian Rupees (INR) strictly as per format (PROFORMA-II of Section-VII) 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 duties, levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices **except GST** (GST WILL BE PAID EXTRA) 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 – VII 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-IX for the format) and valid for **90 days beyond the validity of the Bid i.e. 210 days from original bid closing date.** 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 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 **120 days after the date of bid opening** prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

**12.0 FORMAT AND SIGNING OF BID:**

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

**C. SUBMISSION OF BIDS:**

**13.0 ONLINE SUBMISSION:**

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief 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 TWO BID 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:** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Section-X to the Tender Document. This Integrity Pact has been duly signed digitally by OIL's competent signatory. The IP has to be returned by the Bidder (along with their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. **Bid not accompanied by Integrity**

**Pact duly signed (digitally) by the Bidder shall be liable for rejection.** Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid.

- 14.1 OIL has appointed Shri R. Mathur, IPS (Retd), Shri Satyananda Mishra, IAS(Retd.) and Shri Jag Mohan Garg, Ex Vigilance Commissioner, CVC as Independent Monitors (IEMs) to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to this Invitation for Bid (IFB) at the following addresses:

1.0 SHRI RAJIV MATHUR, IPS(Retd.),  
e-Mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

2.0 SHRI SATYANANDA MISHRA, IAS(Retd.)  
e-Mail ID: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

3.0 SHRI JAG MOHAN GARG, Ex Vigilance Commissioner, CVC  
e-Mail ID: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

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.
- 19.2 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 Bid 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 19.2 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 can not 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 (Proforma-II, Section- VII) 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 – IX) 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 TERMS AND CONDITIONS**

MEMORANDUM OF AGREEMENT made this ..... day of ..... 2019 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-V
- 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 (a) 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.

- (b) 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.

2.0 BREACH OF CONTRACTUAL OBLIGATION means amongst others also the following:

- (i) Unauthorized use of the Crane when released to the Transport Supplier for undertaking its deployment for any other business purpose.
- (ii) Withdrawal of crane 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 crane 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 crane for periodic inspection as per schedule as directed by Company's Engineer/Officer.
- (v) The Crane 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.

3.0 "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 crane for commercial purpose as may be required.
- d. Road permits
- e. Fitness certificate
- f. Comprehensive insurance certificate(s) both for crane as well as driver/Crew
- g. Any other as required under law in force
- h. Pollution under control certificate

4.0 OBLIGATIONS OF THE TRANSPORT SERVICE PROVIDER:

4.1 The Crane 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.

4.2 The Crane Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of crane/crane 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 Crane Service Provider only and shall be his/her sole responsibility. Be it stated particularly that the Crane 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.



4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Crane 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 Crane Service Provider will be solely against the Crane Service Provider and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Crane Service Provider against the services envisaged under this agreement shall have to be settled and satisfied by the Crane 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.

4.4 The Company shall neither entertain any demands from the employees of the Crane 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 Crane 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.

4.5 Any unsettled disputes between the Crane Service Provider and his/her employees leading to a legal or illegal strike by them would have to be settled by the Crane Service Provider expeditiously. In the event of such a strike, whether legal or illegal, the crane shall be treated as shut down. Any failure on the part of the Crane 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 Crane 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 Crane Service Provider shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 The Crane Service Provider shall ensure that the crane 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 Crane Service Provider outstanding bills. The Company's decision in this regard shall be final and binding.

4.7 The Crane Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the crane 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 Crane Service Provider only and shall be his/her sole responsibility.

5.0 The crane service provided under the contract shall be for operation for different areas within the state of Rajasthan like Jodhpur, Ajmer, Jaipur, Bikaner, Shriganganagar, Barmer and Jaisalmer districts and any other surrounding states/areas of companies activity as determined by the Company.

6.0 "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.

7.0 The service shall be to the satisfaction of Company's Officer/Engineer who shall have powers, amongst other, to

- a) Order the Crane Service Provider to remove immediately any cause of unsatisfactory performance of the service.
- b) Order the Crane Service Provider to replace, any person/driver/helper/mechanic/ supervisor engaged for the running of crane 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 Crane 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.

**8.0 MAKE & MODEL OF CRANE:** The Crane Service Provider shall be required to provide hydraulic Pick & Carry crane of 10 Ton Capacity Crane as per the tender requirement.

**9.0 Vintage of Crane(s):** **The Crane to be deployed for the services should not be manufactured and registered before 01.01.2016.**

**10.0 MOBILISATION:** The Crane Service Provider must place the Crane on as and when call basis within 48 hours of notice by the Company.

**11.0 LIQUIDATED DAMAGES/PENALTY:** The Crane Service Provider shall supply and maintain the service of the crane in normal service everyday (24 Hours) with operators & crew throughout the day and night as required by the company. In case of failure to place the Crane on the date specified in LOA or failure to place the crane as requisitioned by the company or failure to keep up the crane in normal service on any day and night, beyond the allowable 24 Hours shut down per month for maintenance break, the Crane Service Provider shall be liable to pay to the Company Liquidated Damage at the rate of two (02) times fixed charge or part (on prorated basis) thereof per Crane per day subject to maximum 7.5% of 1st year 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. The above LD is in addition to proportionate deduction of Fixed Charge for shut down hours. Such damages may be recovered from the Crane

11.1 Service Provider's outstanding bills or may be reduced or waived at the Company's discretion. In the event of the Crane Service Provider failure to place the crane or arrange identical replacement thereof in due time or to render proper services as per terms of this Agreement including the extended period, if any, the Company reserves the right to terminate wholly or partially this agreement with 07(seven) days notice in writing and on the expiry of this notice period this service agreement shall stand terminated and the Crane Service Provider shall not be entitled to any damages or compensation on account of such termination or otherwise from any cause arising whatsoever.

**12.0 FORCE MAJEURE:**

12.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this 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 Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

12.2 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.

12.3 Should "Force Majeure" condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the Agreement if such "Force Majeure" condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the Agreement even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to.

### 13.0 **TERMINATION:**

#### 6.1 **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).

#### 13.2 **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.

#### 13.3 **TERMINATION ON ACCOUNT OF INSOLVANCY**

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

#### 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**

If the Company considers that, the performance of the Transport Service Provider is unsatisfactory, or not up to the expected standard, the Company shall notify the Transport Service Provider in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Agreement by giving 10 (ten) days notice in writing to the Transport Service Provider, if the Transport Service Provider fails to comply with the requisitions contained in the said written notice issued by the Company.

#### 13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Transport Service Provider's rights and/or obligations under the Agreement and/or the Transport Service Provider'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.

### 14.0 **CONSEQUENCES OF TERMINATION:**

14.1 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.

- 14.2 Upon termination of the Agreement, the Transport Service Provider shall return to the Company all of the Company's items, which are in Transport Service Provider's possession at the time.
- 14.3 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 10(ten) days written notice to the Transport Service Provider due to any other reason not covered under the above clauses from 8.1 to 8.2 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Transport Service Provider except for payment for service charges and other charges as per the Agreement up to the date of termination.
- 14.4 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Transport Service Provider with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Transport Service Provider shall have to demobilize his/her personnel and materials from the site, after handing over the company items, information, records etc. to the Company Representative.
- 15.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's representative shall be final and binding on the Transport Service Provider.
- 16.0 **PAYMENT** : The Company shall make monthly payment, subject to adjustment/deduction as necessary, for the service rendered in each calendar month and will endeavour to pay before the expiry of 30 (thirty) days from the date of submission of complete monthly statement-cum-bill for the month for every crane on the basis of accepted rates /calculations as mentioned in the Agreement provided bills without any discrepancy (which are to be submitted by the Crane Service Provider once a month) are received not later than the 4th day of subsequent calendar month.
- 16.1 The Bill must be accompanied with the followings:
- (i) Daily Log Book in original countersigned by Company's authorized Engineer/Officer.
- 17.0 **DURATION OF THE AGREEMENT:** The duration of the Agreement shall be for a period of 04 (four) years from the date of placement of the vehicles.
- 18.0 **ADDRESS FOR CORRESPONDENCE:**  
Any notice required to be given under this Agreement including all correspondence shall be addressed to the respective parties at their given address. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address.

**COMPANY**

OIL INDIA LIMITED  
2- A, DISTRICT SHOPPING CENTRE  
SARASWATI NAGAR  
BASNI,  
JODHPUR-342005, RAJASTHAN  
Fax No. 0291- 2727050  
Email – mat\_rp@oilindia.in

**CONTRACTOR**

19.0 **"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:-

- i) Professional driving license(s) and P.S.V. badge(s) for the driver(s)
- ii) Registration Book(s) with endorsement of Road Tax
- iii) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required
- iv) Road permits
- v) Fitness certificate
- vi) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as driver/Crew
- vii) Any other as required under law in force
- viii) Pollution under control certificate

20.0 **"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.

- 1. The Motor Vehicle Act, 1988,
- 2. The Motor Transport Worker's Act, 1961,
- 3. The Contract Labour (Regulations & Abolition) Act, 1970,
- 4. The Minimum Wages Act, 1948,
- 5. The Employees Provident Fund & Miscellaneous Act, 1952 (including family Pension Scheme'95,
- 6. The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- 7. The Workmen Compensation Act, 1923 &
- 8. Industrial Disputes Act, 1947,
- 9. Payment of Bonus Act, 1965
- 10. Income Tax Act, 1961.
- 11. GST act

21.0 The Transport Service Provider shall undertake to fully indemnify the Company against any and all claims which may arise due to above Act/ or Statutes (para 17.0 above) having bearing over the service and / or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.

21.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**21.2 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 22.1 & 22.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

23.0 The Crane 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.

**24.0 INSURANCE:** The transport supplier shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials, equipment and crane belonging to the Transport supplier or his/her contractors during the currency of the agreement and provide certificates of such insurance.

**25.0 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.

26.0 The transport supplier should ensure that the drivers are available every day i.e. on Holiday, Sundays, Off days or during leave of the drivers as per the requirements of the Company's Engineer/Officer. In the event of failure to do so would tantamount to a default and the crane shall be treated as shut down, in which case the liquidated damages shall be deducted from transport supplier.

**27.0 AMENDMENTS:** Amendments to any terms and conditions of the Agreement, if any, shall be carried out only through an Amendment to Agreement duly signed by authorized representative of the Company and the Transport Service Provider.

- 28.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 29.0 Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in **Appendix-B**.
- 30.0 **SET OFF CLAUSE :**
- 30.1 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)**



## **SECTION – IV**

### **SPECIAL CONDITIONS OF CONTRACT**

1.0 The Crane shall preferably be owned by the Crane Service Provider and duly registered (at Crane Service Provider's cost) in the name of the Crane Service Provider by appropriate Govt. authority. If the Crane is hired by the Crane Service Provider then they must submit a No-objection certificate from the original owner.

2.0 The Crane shall be licensed (at Crane Service Provider's cost) at all times by appropriate Govt. authority to ply on hire basis in Rajasthan to carry passengers authorized by the Company. Any subsequent renewal of the license on due dates is to be made at the Crane Service Provider's cost.

3.0 The Crane shall be INSURED by the Crane Service Provider at his cost, against all risks, and at all times.

4.0 The right of the Crane Service Provider to place the Crane for service of the Company shall be free from all financial and legal complications and, should there be any interruption in the Company's service due to such complications, the Crane Service Provider shall indemnify and fully compensate the Company for the loss incurred by the latter as per relevant clause of this Agreement.

5.0 As per regulations, no operator/driver will be allowed to work for more than 12 hrs in a day. The Crane Service Provider is to take note of this provision and must provide minimum two operators/drivers accordingly per Crane. The Crane will be treated as shut down and liquidated damages will apply in case the alternative driver is not available to relieve an operator/driver after working or maximum of 12 hrs.

6.0 The Crane will be normally based at Hamira Stores Complex. However, as per operational requirement, the Crane may be utilized anywhere at the discretion of the company for which the Crane Service Provider shall not have any objection.

7.0 The Crane Service Provider will have to arrange for food and accommodation for Operators/drivers at his cost during the complete Agreement period.

8.0 The Crane Service Provider will have to make his own arrangement for fuelling of the Crane at well site.

9.0 The Crane with operator/drivers must be available on all days of week including Sundays & other Holidays on 24 Hrs per day basis. In case the Crane is to be withdrawn by the Crane Service Provider for maintenance and repairs, the Crane Service Provider must provide a suitable equivalent similar Crane of good mechanical condition before withdrawing the original Crane.

10.0 In case the Crane Service Provider fails to provide the replacement Crane during shutdown of the original Crane, the Company reserves the right to hire any crane from other agency at the risk and cost of the Crane Service Provider. The excess difference in cost will be recovered from the Crane Service Provider's Bill or Security Deposit.

11.0 The availability and movement of the Crane will be strictly monitored and the Crane Service Provider should take adequate care to make the Crane available in fit condition with proper spare wheel, necessary required spares. The operator/driver should contact the OIL's Officer-in-charge at site and get the log sheet certified every day. While the Crane will be at site log sheet, halting hours etc. must be recorded by OIL's Officer-in-charge at site. Further, Technical Services department will monitor the technical fitness of the Crane.

12.0 Safe loading & unloading of the materials through the Crane at site is the responsibility of the Crane Service Provider. Adequate care must be taken by the Crane Service Provider while loading & unloading materials at site.

13.0 Unless otherwise specified, movement of the Crane will be between Hamira and site with fixed kilometerage.

**(END OF SECTION – IV)**

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## SECTION-V

### SCOPE OF WORK

1.1 The Crane Service Provider shall provide the service with Crane as detailed herein and everything also necessary for the day to day running and maintaining the services in an efficient and adequate manner including all labour, supervision, spare parts, tools, accommodation for staff and crane operators etc. The Crane Service Provider shall be responsible for all type of Central and State Govt. taxes, fees, insurance, capital investment, operating expenses etc. and these rates are inclusive of all such and similar charges and outgoings. The Crane Service Provider's rates shall also be inclusive of all incidental and contingent operations which, although not specifically mentioned in this service agreement are necessary for the performance of the service in a satisfactory manner and upto the desired standard.

**CLAUSE – I** Crane Service Provider's Rates are deemed to have been based on the following conditions (and they shall not be entitled to any additional payment on any account).

1.0 The service to be rendered shall be on hire basis. The period hire of the Crane under this Service Agreement will be for a period of 4(four) years w.e.f. the date of placement of Crane on first call out basis.

2.0 The Crane to be offered for the service shall be of Hydraulically operated Mobile Pick n carry Crane 10(Ten) MT lifting capacity as per following specification and also given in SOW of the tender, with operator & crew on as and when call basis.

- (a) Minimum Lift capacity: 10(Ten) MT at 1.5 meter operating radius
- (b) Lifting capacity: 5 MT at 3.0 meter operating radius
- (c) Articulation on either side: Minimum 55 deg.
- (d) Boom: Telescopic heavy duty, two part box type hydraulically operated. Derricking through double action jacks.
- (e) Hoist mechanism: Four falls, hydraulic winch (winch capacity 10T)
- (f) Self compensating snatch block for auto levelling of loads.
- (g) Articulated chassis for short turning radius (Turning radius minimum 5.2 meters).

**3.0 The Crane to be deployed for the services should not be manufactured and registered before 01.01.2016.**

4.0 The Crane shall be equipped with all standard fittings, instruments etc. and conform to the provisions of Motor Vehicle Act including Insurance cover, Fitness Certificate, Registration Certificate Book etc. The copy of the registration certificate should be enclosed in case of old Crane (**registration on or after 01.01.2016**).

5.0 The Crane shall at all times be owned and duly registered (at the Crane Service Provider's cost) preferably in the name of the Crane Service Provider by appropriate Government authority. If the Crane is hired by the Crane Service Provider then they must submit a No-objection certificate from the original owner.

6.0 The Crane shall at all times be licensed (at Crane Service Provider's cost) by appropriate Government Authority to ply on service agreement basis in Jodhpur, Barmer, Ajmer, Jaisalmer, Bikaner & Sriganganagar District of Rajasthan State and any other surrounding areas of the Company's activities as determined by the Company.

7.0 The Crane shall at all times be comprehensively INSURED by the Crane Service Provider against all risks at his cost. The load testing certificate of the Crane must be provided each time

the Crane is placed on duty with the Company.

8.0 The right of the Crane Service Provider to place the Crane in the Company's service shall be free from all financial, all legal complications and encumbrance and should there be any interruption in the Company's service due to such complications, the Crane Service Provider shall, on demand fully compensate the loss incurred by the Company.

9.0 The Crane Service Provider shall bear all other expenditure by way of fulfilling the statutory obligations of the Central and State Government.

10.0 The Crane Service Provider shall provide all fuel, lubricant, spare parts etc. that may be necessary to use the Crane on the Company's work. Moreover, it is the responsibility of the Crane Service Provider to arrange food, accommodation etc. for the driver, operators/crew.

11.0 The Crane Service Provider shall provide at his cost all labour including necessary facilities thereof for operating the service, i.e. Drivers, Helpers, Mechanic etc. and also such Supervisory staff as needed for rendering efficient service.

12.0 The Crane Service Provider shall provide accommodation for his employees and sheds for repairing and servicing of the Crane etc. If required, land for such purpose housing shall be arranged by the Crane Service Provider.

13.0 The Crane Service Provider must ensure that unauthorized persons/materials are not carried in the Crane. Any violation of this clause will make the Crane Service Provider liable to pay to the Company the damages as determined by the Company.

14.0 The Crane Service Provider shall present before the Company's Officer, latest by the date mentioned in the LOA, The Crane required to be placed under this Service Agreement along with all relevant documents for a thorough check. The Crane Service Provider must present to the Company, documentary evidence of having taken timely action for placement of Crane in time. The Crane will be duly inspected/tested by the Company before accepting its operation. Such inspection shall be carried out entirely at Crane Service Provider's risk. If found deficient or defective in any manner, the Crane will not be accepted until such deficiency is completely rectified to the satisfaction of the Company's representatives. Delay on this aspect will not only attract L.D. but also cost-over run, if any to tide, over the situation by making alternative arrangement by the Company which will be on Crane Service Provider's account.

## **CLAUSE – II**

During the entire period of validity of this Service Agreement, the Crane Service Provider shall be required to fulfil the following conditions failing which the Crane Service Provider shall be liable for penalty as determined by the Company.

1.0 The Crane must be maintained in the first class roadworthy condition along with a uniform standard of safety rules as initially provided for acceptance of the Crane.

2.0 Periodic inspection of the Crane will be carried out by the Company's officer as per the programme furnished by him and will be carried out in presence of the Crane Service Provider or his representative. Such inspection/tests, carried out by the Company shall be at the Crane Service Provider's risk. Defects if any, as revealed from such inspection/tests must be rectified as expeditiously as possible by the Crane Service Provider at his cost. The Crane with un-rectified defects will not be allowed to be used on the Company's work.

3.0 The speedometer and kilometer record must be maintained at a high standard of accuracy.

Any defects notices by the Company's officer at the initial and subsequent periodical inspection shall have to be rectified forthwith by the Crane Service Provider at his const. Until such rectification, the reading of the instrument will be subject to such correction factors as determined by the Company officers. For purpose of monthly payments corrected reading of the various records. If such corrections is deemed necessary will be binding on the Crane Service Provider.

4.0 In the event any Crane becoming out of order or otherwise not available, a relief equivalent Crane shall be placed in service immediately as substitute. Failure on the part of the Crane Service Provider will make him liable to pay to the Company the liquidated damage as per clause no:11.0 of section III of the tender. Also the Company has the right to make alternative arrangement and cost over run, if any, will be recovered from the Crane Service Provider.

5.0 The driver of the Crane must be in possession of valid professional driving license authorizing him to drive this type of Crane in the manner required under this service agreement. Name of the driver with full particulars of driving license shall be furnished to the Company at the commencement of this Agreement and also on every occasion when a driver is required to be replaced for any reason. The driver of the Crane should be provided with uniform.

6.0 The driver, when operating the Crane, must be in a fit physical and mental condition and shall not be under the influence of intoxication of any type. Any violation of this clause will make the Crane Service Provider liable to pay to the Company the damage as per clause no:11.0 of section III of the tender.

7.0 All persons employed by the Crane Service Provider under this Service Agreement must observe;-

- a) All the rules promulgated by Rajasthan State Administration from time to time for working in Rajasthan.
- b) The security rules of the Company while working inside the declared prohibited areas. Any person found to be objectionable from security considerations must be replaced by the Crane Service Provider.

8.0 The Crane shall carry such special name Plates or markings (for purpose of identification) „ON OIL INDIA LIMITED DUTY“ and towing Hook at the rear, as directed by the Company's officer, all expenses being borne by the Crane Service Provider.

### **CLAUSE III**

During the currency of this Agreement, the Crane Service Provider shall NOT –

- a) Withdraw the Crane from service nor use it for private purpose (except in connection with repairs).
- b) Base the Crane at any station other than at as directed by the Company or as specified by the officer from time to time in writing (except for temporary assignment to operational areas of the Company against specific instruction of the Officer).
- c) Refuse the Crane to be driven by the Company's driver/officer in case of such emergencies when Crane Service Provider's driver is not available for any reason this will be prejudice the Company's right to levy the damages as per clause no:11.0 of section III based on the Company's work demands.
- d) Refuse parking of the Crane at such places as directed by the Company Officer at whose disposal the Cranes in placed by the Company.

#### **CLAUSE – IV :**

Subject to sub-clause below, the rates quoted in of the Service Agreement shall be binding on both parties during the whole currency of this Service agreement and no change of these rates shall be allowed under any circumstances. The Crane Service Provider shall, however, be entitled to the following;

Actual additional expenses as are incurred by him to respect of the following items only:

- a) 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 crane will be considered as 3 KM /litre for running cost and 4 litre/hr for operating.
- b) In case of decrease in the rate of the above item shown in (a) saving accruing to the Crane Service Provider will be passed on to the Company and the same will be adjusted in the monthly invoices.

**NOTE: For assessing increase on account of fuel price as in (a) above, OIL will accept Crane manufacturer's published documents/literatures for calculation of consumption rate at litre/hour of engine run during Crane operation and kilometer/litre during movement of Crane from one location to other.**

#### **CLAUSE V;**

For purpose of payment for the service rendered, the Crane Service Provider shall-

- a) Accept as final the Log Sheets/Statement maintained by the Company for day – to-day running of the vehicles in addition to his maintaining duplicate records of such Log Book/Statement, duly countersigned by the Company's Officer and shall submit such information and bills in such manner as prescribed the by the Officer at the commencement of the service or as modified from time to time.
- b) Exclude from its monthly bills such kilometeratge as are involved on their own account such as refuelling, garaging, servicing etc.

#### **CLAUSE – VI:**

For proper and efficient functioning of the transport service contemplated under this service Agreement the Crane Service Provider shall,

- (a) Make necessary arrangement to carry out normal repairs promptly and efficiently.
- (b) Maintain an office at Jodhpur/Jaisalmer with Government telephone facility and furnish along with relating Power of Attorney, the name and specimen signature of the authorized representative who will be in overall charge of Crane Service Provider's organization to carry out Crane Service Provider's obligation, including preparation of bills, receiving cheque etc.
- (c) Arrange, for the representative to make contact with Company's Officer as and when required to receive instructions as necessary.
- (d) Furnish advance programme of periodical overhauls of the Crane.
- (e) Freely consult the officer regarding any and means to improve the quality of service to the Company's satisfaction and to maintain a high standard of service.
- (f) Render trouble free service during the agreement period without any failure. The Crane Service Provider will be allowed a maintenance break/shut down for 24 hours per month for the

vehicle for regular servicing and maintenance. The day will be selected with the permission of the Company's officer as per convenience of the Company's work. No pro-rata deduction on monthly fixed charge will be done under such condition. In case, the vehicle is to be withdrawn for more than 24 hrs by the Crane Service Provider for maintenance and repairs, the Crane Service Provider must provide a suitable equivalent similar model vehicle of good mechanical condition before withdrawing the vehicle. Failure to provide suitable replacement will not only attract Penalty as specified in clause 11.0, Section-III (Liquidated Damage/Penalty), but also cost overrun, if any, for making alternative arrangement for smooth running of operation by the Company, which will also be on Crane Service Provider's account.

(g) No payment shall be made in case the Company is forbidden to avail the service for reasons beyond its control and the agreement shall be subject to Force Majeure clause.

## **CLAUSE – VII: MISCELLANEOUS**

(a) The Crane will have one Operator/driver and requisite helpers in respect of hours and span of duty in a day. No Operator/helper will be all owned to work for more than 12 Hours a day as per motor Vehicle Act/Mines Act.

(b) For any damages caused to the materials during handling, the Company shall claim such compensation as deemed fit and the Crane Service Provider shall pay this compensation to the Company the same shall be deducted from his outstanding monthly bill.

(c) While moving from one place to another, the Crane Service Provider shall use the shortest routes as directed by the Company on each occasion.

(d) The Crane Service Provider shall accept the distance in kilometer as ascertained by the Company's Officer as final.

(e) All standard safety devices fitted to the Cranes should be in working condition.

(g) The Crane will be placed at well sites in Jaisalmer, Bikaner, Ganganagar, Ajmer and Jodhpur districts of Rajasthan during the complete Agreement period as advised by Company's officer.

**(h) Company will have the option of hiring more than one units of Hydraulic Pick 'n' carry crane of 10 Ton capacity at a time i.e. the bidder may have to mobilize more than one Hydraulic Pick 'n' carry crane of 10 Ton capacity on a particular day. Therefore, the bidders have to categorically confirm the same in their technical bid otherwise their offer will be rejected**

**(END OF SECTION –V)**

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**SECTION-VI**  
**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 mobilize Hydraulic pick 'n' carry crane with Driver & Helper within 48 hrs from the date of notice for mobilization from Company on as and when required (call out) basis.

If our Bid is accepted, we will submit the Guarantee of a Bank for sum of 10% of the annualized estimated contract value for the due performance of the Contract.

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

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

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

Dated this ..... Day of ..... 2019.

-----  
(Signature)

-----  
(in the capacity of)

Bidder's Name :  
Bidder's Address :

**(B) PRICE SCHEDULE DETAILS :**

Bidders must quote their rates strictly as per format provided in PROFORMA-II.

**(END OF SECTION – VI)**



## SECTION - VII

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

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

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

##### **1.0 TECHNICAL:**

1.1 Any offer which does not include all the jobs/services mentioned in the Special Terms & conditions will be considered as incomplete and rejected.

1.2 The bidder shall be in the business of providing similar services to Organization/Corporation/Oil Companies/Public Sector Undertaking(PSU) / Central Government / State Government Organization/ Corporations/ Private Sector limited company, & having the experience of successfully executing the following type of SIMILAR work(s) during the last 7(Seven) years as on the bid closing date.

1.3 During last 7(seven) years calculated up to the originally scheduled bid closing date, the bidder should have experience of successfully completing at least one similar work costing not less than **INR 29.58 Lakhs**. The party should furnish necessary documentary evidence in the form experience certificate issued by the organization to whom such service has been rendered or a copy of contract/work order and completion certificate/payment certificate issued by the client against the said contract, failing which the offer will be rejected.

Note: a) Similar Job/works mean of providing Crane/Hydra/JCB/Excavators/Loader/Bulldozer/Road Roller services either in Private Sector limited company, Public sector limited company, State Govt or Central Govt. Organizations. Documentary evidence in this regard in the form of experiences certificates from organization to whom the services were rendered along with copies of contracts, proof of payment received etc. to be submitted.

b) If the bidder is executing similar service contract which is still running and the contract value/quantity executed prior to due date of bid submission is equal to or more than **INR 29.58 Lakhs** contract value such experience will also be taken into consideration provided that the bidder has submitted satisfactory work/service execution certificate issued by end user/client/employer.

**1.4 Model/Vintage of the Vehicle:** Model / Vintage of the Crane: The Bidder shall render the services by providing a CRANE as per Scope of Work and Terms of Technical Reference of the tender. The supplied crane should not be manufactured and registered before **01.01.2016**.

**1.6 Ownership of the Vehicle:** The Bidder shall provide good condition crane registered preferably in the name of the Firm or in the name of the owner of the firm or produce an undertaking/NOC (Ref. Proforma-III) from the owner of the cranes for providing services of the crane 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.

1.7 The bidder must have a base office in Jodhpur/Jaisalmer. Documentary evidences to this regard must be submitted along with Bid.

**1.8 Company will have the option of hiring more than one units of Hydraulic Pick ‘n’ carry crane of 10 Ton capacity at a time i.e. the bidder may have to mobilize more than one Hydraulic Pick ‘n’ carry crane of 10 Ton capacity on a particular day. Therefore, the bidders have to categorically confirm the same in their technical bid otherwise their offer will be rejected.**

## **2.0 FINANCIAL:**

2.1 The Annual Turnover of the bidder during any of the preceding three (3) financial/accounting years from the original bid closing date should be at least **INR 17.75 Lacs**.

2.2 The Net-worth of the 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 Accountant (With Membership Number and Firm Registration Number) certifying the Annual Turnover and Net worth as per Format prescribed in Annexure-I.

OR

- ii) Audited Balance Sheet along with Profit & Loss Account.

“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 year 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 .... has actually not been audited so far”

2.3 Conditional offers will be rejected.

## **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 “online price schedule” shall prevail for the purpose of evaluation. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

### **3.0 COMMERCIAL:**

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

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

**3.3 Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will be rejected.**

**3.4 The Integrity Pact: OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Section-X to the Tender Document. This Integrity Pact has been duly signed digitally by OIL’s competent signatory. The IP has to be returned by the Bidder (along with their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Bid not accompanied by Integrity Pact duly signed (digitally) by the Bidder shall be liable for rejection. Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who signs the Bid.**

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

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

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

3.8 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.

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

3.10 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

3.11 The following Clauses with all its sub-clauses should be agreed in toto, 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

#### 4.0 **GENERAL:**

4.1 **Proforma -I:** The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC/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.

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

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

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**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.

## **PROFORMA – II**

### **PRICE SCHEDULE FORMAT**

Hiring of Crane Service with Hydraulically operated Mobile Pick n carry Crane (self propelled single engine) having lifting capacity 10(Ten) MT at 1.5 meter operating radius with 6.54 meter hydraulic as well as mechanical main boom fully extended during pick and march condition for handling various equipment/items in on/ off road conditions through hydraulically operating steering with at least 55 deg. Articulation on either side and turning radius minimum 5.2 meter at OIL's store complex at Hamira, OIL's operational area near Jaisalmer. The price is inclusive of all capital investment, running/operational costs, overhead expenditure pay of driver/operator and helpers and all taxes and statutory taxes applicable in the state of Rajasthan (Registration not earlier than 01.01.2016) but excluding GST.

#### **PRICE BID FORMAT**

Sl No.	Description of Service	Unit	Quantity	Unit price in INR	Total Price in INR
1	Fixed Charge per day per crane	Day	4000.00		
2	Operating charge per hour per crane	HR	5000.00		
3	Running Charge per KM per crane	KM	80,000.00		
	Total cost excluding GST				
	GST@ .....				
	Total cost including GST				

#### **NOTE:**

1.0 Quantities shown against each of above items/services are for bid evaluation purpose only. However, payment to the contractor will be made on the basis of actual utilization/deployment.

2.0 The above rates are inclusive of all types of statutory Central/State Govt. taxes but excluding GST and the Crane Service Provider will be responsible for payment of all taxes to the Government authority. The Crane Service Provider will produce documentary evidence of the same to the Company from time to time as and when asked for. Applicable GST will be paid Extra.

3.0 The above Schedule of Rates shall be applicable to the Company's authorized handling of material only. No payment will be made by the Company for the kilometre run by the Crane for refuelling, garaging, maintenance etc. Log books are to be maintained daily and the same should be verified and countersigned by the Company's site-in-charge on a daily basis.

4.0 The rates are inclusive of all taxes, levies etc. as applicable and no further charges will be payable to the Crane Service provider during currency of the Contract except GST. GST will be paid extra. The Crane should be provided with operator/drivers and helpers as required for all 24 hrs duty. The Crane must conform to the specifications and meet the Company's operational

requirement in desert conditions of Rajasthan for having various oil field items in on/off the road conditions.

6.0 The Crane Service Provider shall have no claim whatsoever in case no work is allotted to him on any day.

7.0 The service shall be utilized for handling of various equipment and items related to the Company's field operations and the Crane Service Provider will be responsible for safety in loading/off loading and safe handling of the materials.

8.0 The Crane Service Provider will arrange food and accommodation for driver & helpers of the Crane at their own cost during the complete contractual period. The Company will not provide food and accommodation for the drivers and helpers at site.

9.0 The Crane Service Provider will have to arrange & ensure adequate supply of fuel, lube oil for the Crane including Sundays & other Holidays on 24 Hrs a day basis, so that the crane does not remain idle/shutdown for want of these consumable. The Crane Service Provider must have a full proof arrangement in this regard, otherwise such shutdown will attract penalty as per rates provisioned in the Contract.

10.0 All the times the Crane Service Provider is expected to keep the Crane in tip top working condition for which maintenance shall have to be highest quality. Therefore, the Company may allow the Crane Service Provider a total of maximum 24 hrs maintenance break per month provided this break is approved by the Company engineer. No pro-rata deduction on monthly Fixed Charge will be done under such condition. In case, the Crane is to be withdrawn for more than 24 hrs by the Crane Service Provider for maintenance and repairs, the Crane Service Provider must provide a suitable equivalent similar Crane in good mechanical condition before withdrawing the Crane. Failure to provide suitable replacement will not only attract Penalty, but also cost overrun if any, for making alternative arrangement for smooth running of operation by the Company which will also be on Crane Service Provider's account.

11.0 The rates Per Kilometre 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 crane will be considered as 3 KM /litre for running cost and 4 litre/hr for operating.

12.0 **PLACEMENT OF CRANE:** The Crane must be placed on as and when required basis on the date specified by the Company against the Agreement for which the Company will notify the Crane Service Provider 2(two) days prior to the specified date of placement. Default in placement will attract liquidated damage/ penalty. The extension of date of placement of Cranes beyond the stipulated period on the request of Crane Service Provider shall not be agreed to. The Crane should preferably be duly registered in the name of the Crane Service Provider for the entire period of the Agreement.

13.0 The Bid in which the rates for any part of the service/work are not quoted shall be considered as NIL.

**(FORMAT FOR COURT AFFIDAVIT)**

**NO OBJECTION CERTIFICATE**

M/s\_\_\_\_\_ (Name and details address of the bidder) is bidding for OIL INDIA LIMITED (OIL)'s Tender No.\_\_\_\_\_ for supply of readily available Hydraulically operated Mobile Pick n Carry Crane along with necessary fittings and registered on the date\_\_\_\_\_ bearing Regd. No.\_\_\_\_\_ having minimum capacity of 10 MT respectively(manufactured and registered after **01.01.2016**) to be stationed at any place of OIL's operating areas in Rajasthan for a period of 04 (four) years on call-out basis with drivers and helpers, The Hydraulically operated Mobile Pick n Carry Crane having minimum capacity of 10 MT will normally be based at Hamira Stores Complex, Jaisalmer in Rajasthan for loading & unloading of materials.

I/We\_\_\_\_\_ (Name and address of the registered original owner of the offered crane) the owner of \_\_\_\_\_ (Model and registration no. of the crane) has no objection for \_\_\_\_\_ (name of the bidder) utilizing my/our Crane for OIL INDIA LIMITED (OIL)'s services under contract regulations of the Company (OIL) arising out of Tender No.\_\_\_\_\_ for the contractual period. I/We further confirm that because of the above use of my /our crane in OIL's services by M/s\_\_\_\_\_ (name of the bidder), the company will not be having any obligation with me/us during or after the contractual period including extension period, if any.

Signature of Original/registered owner of the offered crane(s). \_\_\_\_\_

Name of the Original/registered owner of the offered crane(s). \_\_\_\_\_

Designation, if any. \_\_\_\_\_

Date. \_\_\_\_\_

Signed and sworn before me by the above named owner on being identified by Sri. \_\_\_\_\_ Advocate, on. \_\_\_\_\_.

Magistrate

**( END OF SECTION - VII )**



## **SECTION-VIII**

### **SAMPLE FORM OF AGREEMENT**

THIS AGREEMENT is made on the ..... day of 2019... 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 Technical Specifications,  
The Priced bill of quantities,  
The Drawings,  
The Schedule of Supplementary Information,  
The special Conditions of Contract and  
The General conditions of Contract
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**

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

WHEREAS, (Name of Bidder) ..... (hereinafter called “the bidder”) has submitted his bid dated (Date) .....against Tender No.....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 (hereinafter 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 ..... , 2019 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;  

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
  - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
  - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

We 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 one or both of the two 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 or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

DATE: ..... SIGNATURE OF THE BANK OFFICIAL: .....

WITNESS: ..... SEAL: .....

(Signature, Name and Designation)

- 
- 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.
  - **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 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

## B. 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 recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;**

AND WHEREAS we(Name & address of Bank) 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 (.....)\*\* three months after Contract Completion.

AUTHORISED SIGNATORY OF THE BANK : .....  
Name of Bank Official : .....  
Designation : .....  
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 26.0 under Section-II.

- **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 -IX)**

## SECTION-X

### INTEGRITY PACT

Between

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

And

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

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract / s for Tender No. -----.. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder / s and Successful bidder / s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal shall appoint an external independent

Monitor who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of the Principal**

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

1. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him / herself or third person, any material or immaterial benefit which he / she is not legally entitled to.
2. The Principal shall, during the tender process treat all Bidder with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder the same information and shall not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal shall exclude from the process all known prejudiced persons.

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

#### **Section 2 - Commitments of the Bidder / Successful bidder**

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

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

2. The Bidder / Successful bidder shall not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder / Successful bidder shall not commit any offence under the relevant Anticorruption Laws of India; further the Bidder / Successful bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Successful bidder shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(B) The Bidder / Successful bidder shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder / Successful bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Successful bidder from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of the transgression. The severity shall be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within OIL hierarchy of the Bidder and the amount of the damage. The exclusion shall be imposed for a minimum of 6 months and maximum of 3 years
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder / Successful bidder can prove that he has restored / recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Successful bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Successful bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder / Successful bidder shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

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

#### **Section 6 - Equal treatment of all Bidder / Successful bidder / Sub contractor**

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

#### **Section 7 - Criminal charges against violating Bidder / Successful bidder / subcontractor**

If the Principal obtains knowledge of conduct of a Bidder, Successful bidder, or of an employee or a representative or an associate of a Bidder, Successful bidder or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the Vigilance Office.

#### **Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract)(to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Successful bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Successful bidder. The Successful bidder shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Successful bidder / Subcontractor with confidentiality.
4. The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Successful bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to

demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor shall submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, shall the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Successful bidder 12 months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded.
2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

#### **Section 10 - Other provisions**

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

-----  
For the Principal

Place: Jodhpur

Date:

-----  
For the Bidder

Witness 1 : .....

Witness 2 : .....

NAME OF INDEPENDENT EXTERNAL MONITORS:

- a. SHRI RAJIV MATHUR, IPS(Retd.),  
e-Mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- b. SHRI SATYANANDA MISHRA, IAS(Retd.)  
e-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- c. SHRI JAG MOHAN GARG  
e-mail ID: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

**(END OF SECTION X)**

**GENERAL HSE POINTS**

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



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

will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

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

\*\*\*\*\*

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

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

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

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

\*\*\*\*\*

### **Annexure-K**

#### **Format of undertaking by Bidders towards submission of authentic information/documents**

(To be typed on the letter head of the bidder)

Ref. No.

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

Sub: Undertaking of authenticity of information/documents submitted

Ref: CJI1800P20

To,

Head-Contracts & Materials

OIL, Rajasthan Project,

Jodhpur, Rajasthan

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Place:

Phone no:

Date:

(Affix Seal of the Organization here, if applicable)

Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoPNG

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
  2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed **the target of Local Content (LC) of .....%**.  
**(To select and indicate the Local Contents (LC) from notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoPNG.** The LC limits shall be linked with date of TBO (Technical Bid Opening) of tender. For a tender due to open between 01.04.18 and 31.03.20, LC limit mentioned for 2018-20 shall be applicable. Similarly, for a tender opening between 01.04.2020 to 31.03.2022, LC limits mentioned therein shall be applicable).
  - 2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.  
  
“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_.”
  - 2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.  
  
“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder).
- Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
- 2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Enclosure – III of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.
  3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
  - 3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked

to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA (Techno- Commercial Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

4. The tendered quantity is not split able / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.
6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
7. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- 8.0 Determination of LC
- 8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
  - a) Cost of component (material), which is used.
  - b) Manpower and consultant cost, cost of working equipment/facility, and
  - c) General service cost, excluding profit, company overhead cost, taxes and duties.

- 8.3 The criteria for determination of cost of local content in the service shall be as under:
- a) In the case of material being used to help the provision of service, based on country of origin.
  - b) In the case of manpower and consultant based on INR component of the services contract.
  - c) In the case of working equipment/facility, based on country of origin and
  - d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
  - e) Indian flag vessels in operation as on date.

- 8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

## 9.0 Calculation of LC and Reporting

- 9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.
- 9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

## 10.0 Certification and Verification

- 10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

### 10.1.2 At bidding stage:

- a) Price Break-up
    - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 2.3.
    - (ii) Bidder must have LC in excess of the specified requirement.
  - b) Undertaking by the bidder
    - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.
    - ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
  - c) Statutory Auditor’s Certificate
- The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.

### 10.1.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crores (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.
- 10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 11 Sanctions
- 11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/successful bidder.
- 11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- 11.4.1 In pursuance of the clause No.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.

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**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

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

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To  
Oil India Limited\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rupees (in figures) \_\_\_\_\_ (Indian Rupees in words) \_\_\_\_\_ without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian INR in figures) \_\_\_\_\_ (Indian Rupees Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 2019 at \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank  
Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

**Formats for calculation of Local Content in Services Contracts:**

**SERVICE:** : ( As per Enclosure III of PP-LC Policy)

**CALCULATION OF LOCAL CONTENT- SERVICE**

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE							
			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
A	Cost component I. Material used cost	Rs./Foreign Currency					
	II.Personnel & Consultant cost	Rs./Foreign Currency					
	III. Other services cost	Rs./Foreign Currency					
	IV. Total cost (I to IV)	Rs./Foreign Currency					
B	Taxes and Duties	Rs./Foreign Currency					
C	Total quoted price	Rs./Foreign Currency					

**Note:**

$$\% \text{ LC Service} = \frac{\text{Total cost (A.IV.c)} - \text{Total imported component cost (A.IV.c)}}{\text{Total Cost (A.IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.c)}}{\text{Total Cost (A.IV.c)}} \times 100$$

\*\*\*\* End of Annexure-PP-LC\*\*\*\*

**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..

**OIL INDIA LIMITED, RAJASTHAN PROJECT's provisional GST ID No. is 08AAACO2352C1ZX.**

\*\*\*\*\*END of GST Annexure\*\*\*\*\*

**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: