



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

Contract & Purchase
Department (Rajasthan
Field) 02-A, District
Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342005

Dated:09.06.2023

FORWARDING LETTER

Sub: Hiring services of 20 KL or higher Capacity Bowsers (Tankers) equipped with locking and GPS facility for Transportation of Crude Oil from Baghewala OIL's Field located in Jaisalmer district of Rajasthan to Mehsana, ONGCL Gujarat on call out/as and when required basis, for a period of Three (03) years

- 1.0 Rajasthan Fields 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 Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

In connection with its operations, OIL invites Local Competitive Bids (LCB) from experienced and established firms / contractors for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "<https://etender.srm.oilindia.in/irj/portal>" for **Hiring services of 20 KL or higher Capacity Bowsers (Tankers) equipped with locking and GPS facility for Transportation of Crude Oil from Baghewala OIL's Field located in Jaisalmer district of Rajasthan to Mehsana, ONGCL Gujarat on call out basis, for a period of Three(03) years** one complete set of Bid Document covering OIL's IFB for above works is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

i)	OIL's Tender No.	:	CJI3238P24
ii)	Type of Bid	:	Single Stage Two bid System
iii)	Bid Closing Date & Time	:	11.07.2023 at 11.00 hrs (IST)
iv)	Bid Opening Date & Time	:	11.07.2023 at 15.00 hrs (IST)
v)	Bid Opening Place	:	Office of GM (C&P), Oil India Limited, Jodhpur, Rajasthan

vi)	Bid Validity	:	Minimum 120 (One Hundred Twenty) days from Bid Closing date
vii)	Bid Security Amount	:	INR 39,07,350.00
viii)	Bid Security Validity	:	150 (One Hundred Fifty) days from Bid Closing Date
ix)	Amount of Performance Security & Validity	:	10.0 % of annualized contract value & validity 03(Three) months from date of expiry of contract.
x)	Mobilization Time	:	Initial Mobilization: 30(Thirty) days from the date of issue of Mobilization Notice Subsequent Mobilization: (Three) days from the issue of notice
xi)	Duration of Contract	:	Three (03) years
xii)	Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	:	Refer Clause No. 30.0 of GENERAL CONDITIONS OF CONTRACT under Section-III
xiii)	Integrity Pact	:	Integrity Pact (Annexure-A1) 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.
xiv)	Bid to be submitted	:	Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal a) 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 b) 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.
xv)	Third Party Inspection	:	Please refer Clause No. 36 of ITB (Instructions To Bidder)

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

construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid.

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

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in the case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**
- 3.2 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 vendor's system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes 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. will not be responsible.
- 3.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.5.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
- 3.5.2 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.

- 3.6 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's EProcurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at **erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.**
- 3.7 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).
- 4.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **15.00 PM (IST) (Server Time)** at the office of the GM(C&P) in presence of the authorized representatives of the bidders. However, if the above scheduled closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.
- 5.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders' risk and may result in the rejection of its offer without seeking any clarifications.

Before submission of bids, the bidder is advised to inspect the work site to assess the nature and extent of work and the conditions under which it will be carried out. They may also seek such clarifications from this office as are deemed necessary.

- 6.0 The rates shall be quoted as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that **no pricing information is furnished in the "Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
- 7.0 (a) No Bidder can withdraw their bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 8.0 Conditional bids are liable to be rejected at the discretion of the Company.

- 9.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidence (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.
- 9.1 In case of Sole Proprietorship Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.
- 9.2 In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.
- 9.3 In case of Partnership Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement / deed and GSTIN number.
- 9.4 In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.
- 9.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.
- 9.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.
- 9.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

10.0 **SCREENSHOTS:**

RFx Response Number: 60037504 RFx Number: TESTARUP Status: In Process Submission Deadline: 2023-03-24
 RFx Response Version Number: Active Version RFx Version Number: 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes
 Clear
 Category
 Conditions of Participation
 Bid Invitation/Auction Text
 Bidder's Remarks
 Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments
 Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Check
The table does not contain any data						

Go to this Tab "Notes and Attachments" for Uploading "Price Bid".
 Go to this Tab "Technical Attachment" for Uploading "Technical Bid".

On **"EDIT"** Mode, bidders are advised to upload **"Technical Bid"** and **"Priced Bid"** in the respective places as indicated above:

Note:

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

** The **"Priced bid"** must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

- 11.0 **Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the on-line field “Total Bid Value” under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFx Response' form. At the top, there are buttons: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below these, the form displays: RFx Response Number: 60038748, RFx Number: 1396, RFx Owner: BHARALI, Total Value: 0.00 INR, and RFx Res. The form has tabs for RFx Information, Items, Notes and Attachments, Basic Data, Questions, and Technical Attachments. Under the 'Event Parameters' section, there are three fields highlighted with red boxes and callouts:

- Currency:** A dropdown menu showing 'Indian Rupee'. A callout bubble says: 'Bidder to select the currency of the Response'.
- Detailed Price Information:** A dropdown menu showing 'No Price'. A callout bubble says: '“Total Bid Value” is mandatory in “No Price” RFx'.
- Total Bid Value:** A text input field with a yellow background. A callout bubble says: '“Total Bid considering all the taxes & duties.'.

Other fields visible include 'Terms of Payment' with a checkbox and a 'Value' label on the left side of the form.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e- tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the “Price Bid Format” under “Notes & Attachments”

- 12.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.
- 13.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under Para 27.0 of ITB / 10.0 of GCC before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.
- 14.0 **BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- 15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Annexure-XI**.
- 16.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 17th March 2023 available in OIL's website: www.oil-india.com.
- 17.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- 18.0 Exemption from submission of bid security:**
- a) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
 - b) If the Bidder is a Micro or Small Enterprise (MSE) registered with District Industry Centres or Khadi and Village Industries

Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security.

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate.

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

19.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA.

Subject to **Order No. F.7/10/2021-PPD dated 23.02.2023** issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

- 19.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)] having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 19.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- 19.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any

The beneficial owner for the purpose of para 19.3 above will be as under:

- 19.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- 19.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- 19.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 19.4.4 Where no natural person is identified under 19.4.1 or 19.4.2 or 19.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- 19.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 19.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 19.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 19.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 19.8 The bidders to provide an undertakings as per **Exhibit-I, II & III** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.
- 20.0 OIL now looks forward to your active participation in the IFB.

Yours faithfully,
OIL INDIA LIMITED

(Ravi Chaudhary)
MANAGER (C&P)
FOR GM (C&P-RF)
FOR EXECUTIVE DIRECTOR (RF)

Section-I

INSTRUCTIONS TO BIDDERS

1.0 Eligibility of the bidder:

1.1 The eligibility of the bidders are listed under BID EVALUATION CRITERIA (BEC), SECTION – II of the Bid document.

1.2 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.

2.0 Bid Documents:

2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- a) Tender Forwarding Letter
- b) Instructions to Bidders
- c) Bid Evaluation Criteria (BEC), (SECTION – II)
- d) GENERAL CONDITIONS OF CONTRACT(GCC), (SECTION-III)
- e) SPECIAL CONDITIONS OF CONTRACT (SCC), (SECTION – IV)
- f) Price Bid Format, (Proforma-A)
- g) Bid Form, (Proforma-B)
- h) Statement of Compliance, (Proforma -C)
- i) COMMERCIAL CHECK LIST (Proforma -D)
- j) Performance Security Form, (Proforma-E)
- k) Agreement Form, (Proforma-F)
- l) Proforma Letter of Authority, (Proforma-G)
- m) Authorization for Attending Bid Opening, (Proforma -H)
- n) Form of Bid Security (Proforma-I)
- o) Form for Undertaking for Local Content (Proforma-J)
- p) Form for Declaration of Purchase Preference (Proforma-K)
- q) Particulars Of Crude Tanker Trucks Offered (Proforma -L)
- r) Format for Inspection Certificate from TPIA (Proforma-M)
- s) Format For Declaration Regarding Mobilization (Proforma-N)
- t) Format for Certificate of Annual turnover & Net Worth (ANNEXURE for CA certificate)
- u) Certificate of compliance to financial criteria, (Annexure-I)
- v) Format For Court Affidavit (Annexure-II)
- w) Crude Oil Bowser/ Tanker Checklist (Annexure-III)
- x) Integrity Pact, (Annexure-A1)
- y) Procedure for obtaining labour license, (Appendix-B)
- z) Format of undertaking by Bidders towards submission of authentic information/documents (Annexure-XI)
- aa) Land Border (Exhibit, I, II and III)
- bb) Safety Measures (SM), (Proforma -O)
- cc) Annexure-GST
- dd) Technical Evaluation Sheet for BEC/BRC, (Proforma -P)

- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 3.0 Transferability of bid documents:
- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.
- 4.0 Amendment of bid documents:
- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.
- 5.0 **Preparation of Bids**
- 5.1 Language of Bids: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another

language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

5.2 Bidder's/Agent's Name & address:

5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.3 Documents comprising the bid:

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

(A) **Technical Bid (to be uploaded in "Technical Attachments" tab)**

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with **Clause 9.0 hereunder**.
- c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.10 below.
- d) Statement of compliance as per **Proforma-C**.
- e) Integrity Pact digitally signed by OIL's competent personnel as **Annexure-A1**, attached with the bid document to be digitally signed by the Bidder
- f) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway

(B) **Price Bid (to be uploaded in "Notes and Attachments" tab)**

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

- a) Price Bid Format as per Proforma-A

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

6.0 **Bid Form:** The bidder shall complete the Bid Form and upload the same along with their technical bid.

7.0 **Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the **price bid format (Proforma-A) available in OIL's E-Tender Portal under "Notes &**

Attachment” Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. 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.
- 8.0 **Currencies of bid and payment:** As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.
- 9.0 **Documents establishing bidder's eligibility and qualifications:**
These are listed in BID EVALUATION CRITERIA (BEC), SECTION – II of the Bid document.
- 10.0 **Bid Security:**
- 10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.8.
- 10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” or an equivalent amount in other freely convertible currency and shall be through online payment through OIL’s e-portal or in form of DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT vide Proforma-I from any of the following Banks –
- a) 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) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
 - c) The Bank Guarantee shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-

judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- 10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- 10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 27.0 below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
- a. If the bidder withdraws the bid within its original/extended validity.
 - b. If the bidder modifies/revises their bid suo-moto.
 - c. If the bidder does not accept the order/contract.
 - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 10.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.10 The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswatinagar, Basni, Jodhpur - 342005, Rajasthan, India in a sealed envelope which must reach GM-C&P's office on or before the bid closing date and time.
- 10.11 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid

Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

10.12 The Bank Guarantee issuing bank branch must ensure the following:

10.13 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 / upload the same in OIL's e-tender portal along with the technical bid. 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.

[Tender Number should reflect in the SFMS text under "MT 760 / MT 760 COV]

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.

10.14 The following is the Bank details of OIL, Rajasthan Field for obtaining Bank Guarantee:

Bank Details of Beneficiary (OIL, Rajasthan Field)	
a) Bank Name	Axis Bank
b) Branch Name	Jodhpur Branch
c) Branch Address	AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur – 342003
d) Banker Account No.	918020014604890
e) Type of Account	Current
f) IFSC Code	UTIB0000057
g) SWIFT Code	AXISINBB057

10.15 Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to either of the following designated OIL's bank accounts:

Bank Details of Beneficiary: Oil India Limited, Rajasthan Field		
a	Bank Name	State Bank of India
b	Branch Name	Jodhpur
c	Branch Address	High Court Branch, Jodhpur

d	Bank Account No.	10827354741
e	Type of Account	Current Account
f	IFSC Code	SBIN0000659

Note: If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the** Unpriced Techno-Commercial Bid documents.

11.0 Exemption from submission of bid security:

- a) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- b) If the Bidder is a Micro or Small Enterprise (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security.

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG- DL-E06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

- ii. Udyam Registration Number with Udyam Registration Certificate.

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

12.0 PERIOD OF VALIDITY OF BIDS:

- 12.1 Bids shall remain valid as per the requirement mentioned in the forwarding letter from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is

mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **Signing & submission of bids:**

13.1 Signing of bids:

- 13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-G) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 **Submission of bids:**

The tender is processed under **SINGLE STAGE TWO BID SYSTEM**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Bid. **The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered.** However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM (C&P), Oil India Ltd., Rajasthan Field, 2A-District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document requirement.

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

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 e-tender.

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per **Proforma-C** of the bid document and in case of non-compliance, if any, the same to be highlighted in the **Proforma-C** and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 Deadline for submission of bids:

- 14.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 14.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 14.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before the bid closing date and time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 15.0 **Late Bids:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

16.0 Modification and withdrawal of bids

- 16.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 16.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

- 16.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.
- 17.0 **Extension of bid submission date:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 18.0 **Bid opening and evaluation:**
- 18.1 Company will open the Technical Bids, including submission made pursuant to clause 13.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-H**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 18.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 18.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 18.4 Bids which have been withdrawn pursuant to **clause 16.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 18.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 18.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the

basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

18.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

18.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

18.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

19.0 **OPENING OF PRICED BIDS:**

19.1 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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

19.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

20.0 **Evaluation and comparison of bids:**

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), SECTION – II of the Bid Documents.

20.1 **Discounts / rebates:**

20.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

20.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

21.0 **Contacting the company:**

21.1 Except as otherwise provided in Clause 18.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 18.6.

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

22.0 **Award of contract**

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

23.0 **Company's right to accept or reject any bid**

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

24.0 **Notification of award**

24.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

25.0 **Performance security:**

27.1 Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 30 Days from the date of issue of Letter of Award (LOA).

27.2 The performance security specified above must be valid for 03(Three) months from date of expiry of contract/defect liability period, whichever is later to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. 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 the contract value for the extended period and also to extend the validity of the performance security accordingly.

26.0 **Signing of contract**

26.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

26.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

26.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

(Signing of the Contract may be done at the place of award in presence of both parties)

27.0 **Credit facility:**

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

28.0 **Mobilization and advance payment**

28.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

28.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

28.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

29.0 **Integrity pact:**

31.1 **OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-A1 of the Bid Document.** The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

1. Shri Ram Phal Pawar, IPS (Retd.),
Former Director, NCRB, MHA
E-mail ID: rpawar61@hotmail.com

2. Shri Dr. Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail ID: tmbhasin@gmail.com

3. Shri Om Prakash Singh, IPS (Retd.),
Former DGP, Uttar Pradesh
E-mail ID: ops2020@rediffmail.com

30.0 **Local conditions**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

- 33.0 **Documents required to be submitted by MSE bidders:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender must submit the following documents along with the technical bid for availing the benefits applicable to MSEs.

- i. Udyam Registration Number with Udyam Registration Certificate.

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

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

- 35.0 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. [Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under PP-LC policy].

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.

- 36.0 **VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD- PARTY INSPECTION AGENCIES:**

36.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

- 36.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly **certified Inspection Certificate** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 36.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided **it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening**. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 36.4 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
 - (b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to

OIL. Verification of documents by OIL's empaneled third-party agency shall not automatically make the bidder eligible for award of contract.

(c) Verification of documents are normally categorized as under:

➤ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➤ **Additional Documents: (If applicable against the tender)**

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

➤ **Technical Criteria**

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

Notes:

- (i) If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.
- (ii) Undertaking from TPI Agency as per format (Proforma-M) enclosed should be submitted along with the Bid.

37.0 GOODS AND SERVICES TAX:

37.1 In view of **GST** Implementation from 1st July 2017, all taxes and duties including 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 or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST / UTGST or IGST) is applicable.

37.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

37.3 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

37.4 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules / regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and / or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including **GST**.

37.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

37.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

37.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

37.8 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.

- 37.9** OIL 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 is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 37.10** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e., the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 37.11** The Supplier of Goods / Services may note the Anti-profiteering Clause and quote their prices accordingly.
- 37.12** In case the GST rating of bidder on the GST portal / Govt. official website is negative / blacklisted, then the bid may be rejected by OIL.

(END OF SECTION – I)

SECTION-II

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

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.0 ELIGIBILITY CRITERIA:

The bidder must be incorporated/registered in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking as per **Proforma-J** from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded.
- (c) The aforesaid undertaking of the bidder shall also be supported **by a certificate from the statutory auditor or cost auditor of the company** (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

- (d) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

2.0 TECHNICAL EVALUATION CRITERIA:

- 2.1 The bidder must have experience of successfully completing at least one similar nature of Service valuing at least **INR 5.52 Crores during last 7(seven) years** to be reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/Public Limited Company. The bidders shall provide necessary documentary evidence for the same while submitting their bid.

- 2.2 If the bidder is executing similar Nature of contract with Central Govt./State Govt./Public Sector Undertaking/Public Limited Company and the contract value executed prior to the original date of bid submission is equal to or more than **INR 5.52 Crores**, such experience will also be taken into consideration, provided that bidder has submitted satisfactory service execution certificate for the said value, issued by the user.

Note: 'SIMILAR NATURE' means providing services for transportation of crude oil/condensate/other petroleum products/hazardous chemicals with bowser(s) (having capacity not less than 12 Kls).

- 2.3 For proof of requisite Experience (Clause No. 2.1 and 2.2), the copy of following documents must be submitted along with the bid: -

a) Copy of Contract/Work order/LOA/LOI showing details of work.

b) Copy of Completion Certificate OR Performance Certificate OR Experience Certificate OR Payment Certificate issued by the client against the contract/work order/LOA/LOI mentioned in Para a) above showing:

- (i) Gross value/quantity of job done
- (ii) Work order No. /Contract No.
- (iii) Nature of job done
- (iv) Contract period and date of completion

- 2.4 In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/ 'Service Entry Sheet (SES)' of jobs successfully executed during the last seven years ending original bid closing date, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will be accepted.

- 2.5 Bidder must submit document for at least 05 (Five) tankers/ bowsers along with the technical bid. The bowser/Tanker may be registered in the Firm's Name/bidder's name (in case of proprietary firm it may be in proprietor's name and similarly it may be in the partners' name in case of partnership

firm). The Bowser(s) Tanker(s) offered above must meet following conditions:

- i. All the bowser(s)/tanker(s) must have vintage not earlier than 01.01.2017 (year of manufacture).
- ii. The bowser / tanker service must be of 20-24 KL capacity only.

Note to Clause No. 2.5: The bidder **must submit Proforma- L** and for ascertaining the details therein they must submit documents but not limited to registration certificate, insurance certificate, fitness certificate, Tank calibration certificate, Explosive license, Pollution Certificate for the offered bowsers/Tankers **along with the technical bid. All the documents are to be self-certified/attested by the bidder.**

- 2.6 The bidder must confirm to mobilize the Bowser as per following advice:
Initial Mobilization: 30(Thirty) Days, Subsequent mobilization: 03 (Three) days from the issue of notice. Bidder must submit an undertaking in this regard.

Note:

- a. Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation.
- b. SIMILAR work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.
- c. Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/ Parent/ Subsidiary/ Co subsidiary/ Sister Subsidiary/ MOU with another party shall not be considered. Bids from 'Consortium of Companies' shall also not be considered.
- d. Only Letter of Intent (LOI)/Letter of Award (LOA)/ Contract Copy, or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 2.1/2.2 will only be treated as acceptable experience.

3.0 FINANCIAL EVALUATION CRITERIA:

- 3.1 Annual Financial Turnover of the bidder from operation during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 5.52 Crores**.

[Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013

Section 2 (91).]

- 3.2 **Net worth** of bidder must be positive for preceding financial/ accounting year.

[**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]

Notes:

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

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

OR

ii) Audited Balance Sheet along with Profit & Loss account.

Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice.

- b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid **as per ANNEXURE-I.**
- c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d) In case the bidder is a Government Department, they are exempted from

submission of document mentioned under para a. and b. above.

- e) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.1 & 3.2.

4) COMMERCIAL EVALUATION CRITERIA:

1. The bids are to be submitted in **single stage under Two Bid System i.e.,** Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
2. The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as nonresponsive and rejected.
3. Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of GM- C&P, OIL at on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. **The amount of Bid Security shall be ₹ 35,00,900.00. Bid without proper & valid Bid Security will be rejected.**
4. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.
5. Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
6. Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.
7. Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
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 persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
9. Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
10. Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents

other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

11. Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
 - (i) Firm price
 - (ii) Bid Securing Declaration
 - (iii) Period of validity of Bid
 - (iv) Price Schedule
 - (v) Performance Bank Guarantee / Security deposit
 - (vi) Insurance Clause
 - (vii) Scope of work
 - (viii) Taxes Clause
 - (ix) Liquidated Damages clause
 - (x) Tax liabilities
 - (xi) Arbitration / Resolution of Dispute Clause
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Termination Clause
 - (xv) Integrity Pact
 - (xvi) Liability Clause
12. There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced TechnoCommercial Bid.
13. Bids should be valid for a period of **120 (One Twenty) days** from the Bid Closing Date. Bids with shorter validity shall be rejected as being non-responsive.
14. Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate.
15. Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to have submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.
16. The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **"Annexure-A1"** of the tender document. This Integrity Pact Appendix has been duly signed digitally by OIL's competent signatory. The Appendix has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the **bidder's authorized signatory who sign the Bid. If any**

bidder refuses to sign Integrity Pact or decline to submit the Integrity Pact, their bid shall be rejected.

17. The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the following Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender failing which their bid shall be rejected straightway:

- i. M/s. RINA India Pvt. Ltd.
- ii. M/s. Dr. Amin Controller Pvt. Ltd.
- iii. M/s. Germanischer Lloyd Industrial Services G m b H (DNV GL- Oil & Gas)
- iv. M/s. TÜV SÜD South Asia Pvt. Ltd.
- v. M/s. IRCLASS Systems and Solutions Private Limited
- vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.
- vii. M/s. TUV India Private Limited
- viii. M/s. TÜV Rheinland (India) Pvt. Ltd.
- ix. M/s. Bureau Veritas (India) Private Limited

Bidders must go through clause No. **36(Third Party Inspection) of ITB (Instruction to Bidders) for details.**

5) PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below:

- 1.0 Commercial Bids (price-bids) of only the technically qualified Bidders will be opened on a pre-determined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the Bidders as per Price Bid Format (Proforma-B) and the contract will be awarded to the lowest evaluated Bidder.
- 2.0 If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.
- 3.0 The Bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" and the summarized Price Bid Format vide enclosed Proforma-B.
- 4.0 The quantities shown against each item in the **"Price Bid Format (i.e., in Proforma-B)"** are tentative quantities for whole duration of the contract and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of

evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution.

5.0 SPLITTING:

5.1 OIL reserves the right to split the tendered quantity in the ratio of 60:40 for placement of order in case more than one bidder is found to be techno-commercially acceptable, subjecting to the BEC/BRC. Under such condition, the lowest evaluated (L1) bidder shall be awarded with 60% of the tendered quantity and the remaining 40% quantity shall be awarded on another bidder subject to matching their total quoted rate with that of L1 bidder. For this purpose, price matching will be offered to the bidders in the order of their rankings viz, L-2, L-3, L-4 and so on.

5.2 Bulk purchase order for entire tendered quantity on L1 Bidder shall be considered only in the event of emergence of lone acceptable proven bidder against the Tender or refusal by other acceptable proven bidders to match their rates with L1 bidder.

5.3 MATCHING OF PRICE: The quoted rates of Line items which are on the higher side in comparison to that of the L1 bidder shall be reduced proportionately so that the total bid price matches with that of the L1 bidder. The original rates quoted by the bidders will not be allowed to increase under any circumstances.

6.0 PURCHASE PREFERENCE CLAUSE:

6.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference to Micro and Small Enterprises is applicable for this tender.

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

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

6.1.3 Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE Woman) against this tender has to submit **Udyam Registration Number with Udyam Registration Certificate** along with the technical bid for availing the benefits applicable to MSEs:

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency

who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

6.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP LC):

- i) Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG** shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November 2020 or subsequent amendments, if any.

- ii) Upon award of Contract based on PP-LC policy, the bidder shall have to furnish their compliance to all the provisions of PP-LC policy and to submit additional 10% Bank Guarantee of the total Contract value (**format enclosed as Enclosure-B**) towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.
- iii) Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- iv) Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- v) In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.
- vi) In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

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. Bidder to categorically confirm under which policy i.e., PP-LC or MSE, they want to avail the benefit and to

submit requisite document/certificate in support to avail this benefit. **The bids shall be evaluated based on their declaration (as per PROFORMA- K).** No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

7.0 **AWARD OF CONTRACT:**

Evaluation of offered rates will be done based on the total price quoted by the bidder. The bidder with the lowest quoted rate will be declared as L1. The ranks will be re-evaluated after giving purchase preference to the MSE bidders within L1+15% price band and PPLC bidders within L1+20% price band as per the clause 6.1 & 6.2 above. Splitting (as per clause No. 5.0) will happen after re-evaluation of ranking after extending purchase preference to the bidders as per MSE & PPLC policy.

Note:

- i) If the lowest quoted bidder happens to be other than MSE bidder, the lowest quoted MSE bidder within the L1+15% price band, upon accepting to match with the lowest quoted offer will be ranked as L1. Subsequently, the other MSE bidders within the L1+15% price band, if any, will be given preference over non MSE bidders to rank as L2, L3....based on their original quoted rates subject to matching their rates with that of lowest quoted offer.
- ii) In case the lowest quoted bidder happens to be a MSE bidder, it will remain as the L1 bidder. The other MSE bidders within the L1+15% price band, if any, shall be given preference over non MSE bidders to rank as L2, L3....etc. based on their original quoted rates subject to matching their rates with that of the lowest quoted offer.

8) **GENERAL:**

1.0 In case bidder takes exception to any clause of 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 BEC-BRC.

2.0 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.

3.0 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

- 4.0** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 5.0** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 6.0** To ascertain the substantial responsiveness of the bids, Company reserves the rights 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 shall be summarily rejected.
- 7.0** Any exception or deviation to the Tender requirements must be tabulated in **“Statement of Compliance” (Proforma-C)** by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.
- 8.0** **COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

(END OF SECTION-II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this day 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 Proforma-A.
- 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 start 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 The Contractor shall provide labour, supervision and transport and such specific materials described in Section-II of the agreement including tools & tackles as necessary for the work and shall be responsible for all taxes & levies and his rates shall include all incidental and contingent work which although not specifically mentioned in this agreement but are necessary for completion of the work in a sound manner and with good workmanship.

- 3.0 **BREACH OF CONTRACTUAL OBLIGATION** means amongst others also the following:

- (i) Unauthorized use of the Bowser when released to the Transport Supplier for undertaking its deployment for any other business purpose.
- (ii) Withdrawal of Bowser from the service before expiry of the term of this agreement for any reason whatsoever without the consent/instruction of the Company Engineer/Officer.
- (iii) Failure to park the Bowser after release on close of working hours at place designated by the company's engineer/officer.
- (iv) Failure of the Service Provider to place the Bowser for periodic inspection as per schedule as directed by Company's Engineer/Officer.

- (v) The Bowser must be owned and registered preferably in the name of the Firm or in the name of owner of the firm during the entire tenure of contractual period including extension period, if any.

4.0 **"LICENCE AND PERMITS"** means any and all of the following which must be valid and updated periodically by the Transport Supplier to the satisfaction of the Company: -

- a. Professional driving license(s) for the driver/operator.
- b. Registration Book(s) with endorsement of Road Tax
- c. Permits for plying the Bowser for commercial purpose as may be required.
- d. Road permits
- e. Fitness certificate
- f. Comprehensive insurance certificate(s) both for Bowser as well as driver/Crew
- g. Any other as required under law in force
- h. Pollution under control certificate

5.0 OBLIGATIONS OF THE TRANSPORT SERVICE PROVIDER:

5.1 The Service Provider shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

5.2 The Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of Bowser or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Service Provider only and shall be his/her sole responsibility. Be it stated particularly that the Bowser Service Provider hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

5.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Service Provider for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Bowser Service Provider will be solely against the Bowser Service Provider and not against the Company. Be it expressly stated that any demands whether present or future by the

employees deployed by the Bowser Service Provider against the services envisaged under this agreement shall have to be settled and satisfied by the Bowser Service Provider solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

- 5.4 The Company shall neither entertain any demands from the employees of the Service Provider nor deal directly or indirectly with any recognized or un-recognized unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Bowser Service Provider to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.
- 5.5 Any unsettled disputes between the Service Provider and his/her employees leading to a legal or illegal strike by them would have to be settled by the Bowser Service Provider expeditiously. In the event of such a strike, whether legal or illegal, the bowser shall be treated as shut down. Any failure on the part of the Bowser Service Provider to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Service Provider shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Bowser Service Provider was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Bowser Service Provider shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 5.6 The Bowser Service Provider shall ensure that the Bowser deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Service Provider outstanding bills. The Company's decision in this regard shall be final and binding.
- 5.7 The Bowser Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the bowser or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act/Minimum Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement

shall have to be performed by the Bowser Service Provider only and shall be his/her sole responsibility.

- 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
- i. Order the Bowser Service Provider to remove immediately any cause of unsatisfactory performance of the service.
 - ii. Order the Bowser Service Provider to replace, any person/driver/helper/mechanic/ supervisor engaged for the running of Bowser or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company
 - iii. Order the Bowser Service Provider from time to time such further instructions as shall be necessary for the purpose of rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non compliance of the instructions will make the contractor liable for penalty as per the provisions of the contract.
- 8.0 **Vintage of Bowser/Tanker: Shall not be more than 01.01.2017** as on the original bid closing date.
- 9.0 **Location of works:** Baghewala Field of Rajasthan state.
- 10.0 **MOBILISATION:** Initial Mobilization 30 (Thirty) days from the issue of mobilization Notice. Subsequent mobilization: 3(Three) from the issue of mobilization Notice.
- 11.0 **LIQUIDATED DAMAGES:** If the contractor fails to place his/ her tanker/ bowser within the stipulated time limit of Thirty(30) days from the date of receipt of call letter or intimation my e-mail, then the contractor will be liable to pay liquidated damages to the company by way of penalty at the rate of 0.5% of annualized contract value of the particular bowser for each day of delay in placement subject to a maximum of 7.5% of the annualized contract value. However, in case the contractor fails to place his/ her tanker/ bowser beyond 30 days, then his/ her particular contract will be cancelled.
- 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 preformed 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:** The company reserves the right to cancel the agreement at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this agreement. The valuation of the work done and materials collected shall be estimated by the company’s Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment what so ever. The valuation would be carried out ex-party if the contractor fails to turn up despite reasonable Notice, which will be binding on the contractor. Further, contract may be terminated due to following reason(s) also:
- 13.1 **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 **BILLING & PAYMENT:** For the purpose of payment for the service rendered the Contractor shall:
- i) Accept as final the delivery challan which must be signed per job basis by the Company's Engineer/ representative. Any deletions and/ or overwriting on the challan must be avoided as far as practicable and if such deletions and overwriting are incidence, the same must be countersigned by the Company's Engineer, otherwise the Statement-cum-bill shall not be accepted.
 - ii) Prepare per job statement-cum-bill and submit the same to the Company's Engineer for verification at the end of the job.
- 17.0 **DURATION OF THE AGREEMENT:** The duration of the Agreement shall be for a fixed period of 03(Three) years.
- 18.0 **Commencement of Contract:** The Contractor must commence the work within the date mentioned in the work order/mobilization notice and completed within the date mentioned in the Notice. Noncompliance of this time schedule will call for imposition of Liquidated Damages.
- 19.0 **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(15) 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-ravi_chaudhary@oilindia.in

CONTRACTOR

- 20.0 **"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

21.0 **"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.

- 1.0 The Motor Vehicle Act, 1988,
- 2.0 The Motor Transport Worker's Act, 1961,
- 3.0 The Contract Labour (Regulations & Abolition) Act, 1970,
- 4.0 The Minimum Wages Act, 1948,
- 5.0 The Employees Provident Fund & Miscellaneous Act, 1952 including family Pension Scheme'95,
- 6.0 The Employees' Pension scheme, 1995
- 7.0 Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- 8.0 The Workmen Compensation Act, 1923
- 9.0 & Industrial Disputes Act, 1947,
- 10.0 Payment of Bonus Act, 1965
- 11.0 Income Tax Act, 1961.
- 12.0 Rajasthan Govt tax act,
- 13.0 Octroi Act,
- 14.0 Toll tax & parking tax etc.
- 15.0 The Goods & Services Tax Act, 2017
- 16.0 The Interstate Migrant Workmen Act, 1979
- 17.0 Environment Protection Act.
- 18.0 Public liability act
- 19.0 Insurance Act

22.0 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 or any other applicable act (para 21.0 above) having bearing over the service and / or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.

23.0 ARBITRATION:

23.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):
Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with

construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

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

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

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

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

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

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

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

23.2 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 23.1 & 23.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

- 24.0 The Bowser 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.
- 25.0 **INSURANCE:** The Bowser service provider shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials, equipment and bowser belonging to the Transport supplier or his/her contractors during the currency of the agreement and provide certificates of such insurance.
- 26.0 **ASSIGNMENT:** The Bowser service provider 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 Bowser service provider, if acceptable to the Company.
- 27.0 The Bowser service provider 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 bowser shall be treated as shut down, in which case the liquidated damages shall be deducted from transport supplier.
- 28.0 **TAX LIABILITIES:**
- 28.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 28.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.
- 28.3 All applicable state/central Govt. taxes, levies and duties on purchases and sales made by contractor shall be borne by the contractor.
- 28.4 **GST Clause:** The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Bidder should refer to

Annexure – GST and take note of the content while submitting their offer in GST regime.

29.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 29.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, workflow, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 29.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 29.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of work and the information/maps/Seismic Data/Log suites etc. provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. The various outputs/deliverables generated and the inferences and interpretations drawn as part and parcel of the work carried out under the terms of the Contract shall not be divulged by the Contractor or its employees to any other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

30.0 CHANGES:

- 30.1 During the performance of the work, Company may make a change in the work mutually agreed within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.
- 30.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates and Payment. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change

or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

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

32.0 **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

- 34.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the deliverables and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs reasonable times for inspection by the Company's designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a weekly written report, on form prescribed by the Company showing details of work during the preceding week. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.
- 35.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/ Contractor shall reimburse/pay Contractor/company for such additional/ reduced costs actually incurred.
- 36.0 **Provident Fund:** The Contractor if covered under the P.F Act and if the contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 13.36% P.F. Contribution on wage component.
- 37.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 38.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in **Appendix-B**.
- 39.0 **SET OFF CLAUSE :**
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

The Clauses of SCC shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. SPECIAL INSTRUCTIONS:

- 1.1. The contract shall be awarded for a period of 3 years on call out basis only.
- 1.2. Bowser must be equipped with lock and key facility with one set of keys with OIL and other set of key with ONGCL Mehsana.
- 1.3. Bowser shall be equipped with GPS tracking system having monitoring facility with OIL.
- 1.4. Initial bowser inspection shall be done by OIL representative before mobilisation along with periodic inspection.
- 1.5. The bowsters shall be hired subject to OIL's crude oil production rate in the field. However actual dispatch of the crude shall be on the sole discretion of the company.
- 1.6. After loading the crude, bowsters compartment must be equipped with seal provided by OIL and the seal number and challan number must be same. Contractor needs to ensure that seal must not be damaged during the transportation.
- 1.7. All the bowsters should be having a valid calibration certificate (issued by Government agency) along with dip stick. The same shall be renewed as per statutory regulations.

2. BREACH OF CONTRACTUAL OBLIGATION MEANS AMONGST OTHERS ALSO THE FOLLOWING:

- 2.1. Unauthorized use of the BOWSER when released to the Transport Supplier for undertaking its deployment for any other business purpose.
- 2.2. Withdrawal of BOWSER from the service before expiry of the term of this agreement for any reason whatsoever without the consent/instruction of the Company Engineer/Officer.
- 2.3. Failure to park the BOWSER after release on close of working hours at place designated by the company's engineer/officer.
- 2.4. Failure of the Service Provider to place the BOWSER for periodic inspection as per schedule as directed by Company's Engineer/Officer.
- 2.5. The Bowser must be owned and registered preferably in the name of the Firm or in the name of owner of the firm during the entire tenure of contractual period including extension period, if any. And in case the bowser is being leased from any other firm, the lease agreement between the service provider and third party shall be provided. (Annexure-II)

3. The contractor should have all the following valid "LICENCE AND PERMITS" but not limited to and updated periodically by the Transport

Supplier to the satisfaction of the Company (refer bowser checklist ANNEXURE – I and penalty clause): -

- 3.1. Professional driving license(s) for the driver/operator.
- 3.2. Registration Book(s) with endorsement of Road Tax
- 3.3. Permits for plying the BOWSER for commercial purpose as may be required.
- 3.4. Road permit
- 3.5. Fitness certificate
- 3.6. Comprehensive insurance certificate(s) both for BOWSER as well as driver/Crew
- 3.7. Any other as required under law in force
- 3.8. Pollution under control certificate

Note: Bidder must submit **checklist ANNEXURE – III** at the time of Mobilization/placement of particular Bowser. Bidder must produce the document as and when required by the company.

4. OBLIGATIONS OF THE TRANSPORT SERVICE PROVIDER:

- 4.1. The Service Provider shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.
- 4.2. The Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of BOWSER / BOWSER or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the BOWSER Service Provider only and shall be his/her sole responsibility. Be it stated particularly that the BOWSER Service Provider hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.
- 4.3. The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the BOWSER Service Provider for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the BOWSER Service Provider will be solely against the BOWSER Service Provider and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the BOWSER Service

Provider against the services envisaged under this agreement shall have to be settled and satisfied by the BOWSER Service Provider solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

- 4.4. The Company shall neither entertain any demands from the employees of the BOWSER Service Provider nor deal directly or indirectly with any recognized or un-recognized unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the BOWSER Service Provider to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.
- 4.5. Any unsettled disputes between the BOWSER Service Provider and his/her employees leading to a legal or illegal strike by them would have to be settled by the BOWSER Service Provider expeditiously. In the event of such a strike, whether legal or illegal, the BOWSER shall be treated as shut down. Any failure on the part of the BOWSER Service Provider to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Service Provider shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Transport Service Provider was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the BOWSER Service Provider shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 4.6. The Service Provider shall ensure that the BOWSER deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the BOWSER Service Provider outstanding bills. The Company's decision in this regard shall be final and binding.
- 4.7. The Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the BOWSER or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act/Minimum Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the BOWSER Service Provider only and shall be his/her sole responsibility.

5. "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.
6. The service shall be to the satisfaction of Company's Officer/Engineer who shall have powers, amongst other, to
 - 6.1. Order the BOWSER Service Provider to remove immediately any cause of unsatisfactory performance of the service.
 - 6.2. Order the BOWSER Service Provider to replace, any person/driver/helper/mechanic/ supervisor engaged for the running of BOWSER or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company
 - 6.3. Order the BOWSER Service Provider from time to time such further instructions as shall be necessary for the purpose of rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Noncompliance of the instructions will make the contractor liable for penalty as per the provisions of the contract.
7. **Vintage of Bowser/Tanker:** Not earlier than 01.01.2017.
8. **Location of works:** Baghewala Field of Rajasthan state.
9. The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

10. APPLICABLE LAWS:

- 10.1. The contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Jodhpur, Rajasthan.
- 10.2. The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. From appropriate authorities for conducting operations under the contract:
 - 10.2.1. The Mines Act 1952-as applicable to safety and employment conditions.

- 10.2.2. The Minimum Wages Act, 1948.
- 10.2.3. The Oil Mines Regulations, 1983.
- 10.2.4. The Workmen's Compensation Act, 1923.
- 10.2.5. The Payment of Wages Act, 1963.
- 10.2.6. The Payment of Bonus Act, 1965.
- 10.2.7. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- 10.2.8. The Employees' Pension Scheme, 1995.
- 10.2.9. The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- 10.2.10. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- 10.2.11. The Rajasthan Tax Act
- 10.2.12. Service Tax Act.
- 10.2.13. Customs & Excise Act & Rules
- 10.2.14. Rajasthan Entry Tax Act
- 10.2.15. Value Added Tax
- 10.2.16. Environment Protection Act
- 10.2.17. Public Liability Act.
- 10.2.18. Income tax act & sales tax act,
- 10.2.19. Insurance act.

11. SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/ Contractor shall reimburse/pay Contractor/company for such additional/ reduced costs actually incurred.

12. MOBILISATION:

Initial Mobilization: 30 DAYS, **Subsequent mobilization:** 3 (Three) days from the issue of mobilization notice (refer SOW).

13. WORK COMPLETION TIME:

The Contractor must commence the work within the date mentioned in the mobilization notice/work order and the work should be completed within the date mentioned in the mobilization notice/ SOW. Non compliance of this time schedule will call for imposition of Liquidated Damages.

14. COMMENCEMENT OF CONTRACT:

- 14.1. The Contractor must commence the work within the date mentioned in the work order/mobilization notice/SOW. Noncompliance of this time schedule will call for imposition of Liquidated Damages.

15. LIQUIDATED DAMAGE:

15.1. Initial Mobilisation:

15.1.1. If the contractor fails to place his/ her tanker/ bowser within the stipulated time limit of 30 (thirty) days from the date of receipt of call letter/ mobilization notice/Work Order or intimation by e-mail or by any means; then the contractor will be liable to pay liquidated damages to the company at the rate of 0.5% of annualized contract value per week or part thereof for delay in placement of vehicle subject to a maximum of 7.5% of the annualized contract value.

15.2. Subsequent Mobilisation for tankers:

15.2.1. In case the contractor fails to place required number bowser within 3 days of the notice, penalty clause as mentioned in the SOW of the NIT will be followed

16. The Contractor undertakes to place the tanker within the due date of placement. Otherwise, a penalty will be levied to the contractor for late placement of tanker as per the penalty clause in SOW.

17. PENALTY:

17.1. In case of default as mentioned below, penalty shall be levied as per penalty clause in SOW:

17.1.1. Delay in placement of tanker/bowser beyond the stipulated date.

17.1.2. Unsuitability of the driver and Helper.

17.1.3. Drunkenness and intoxication of the driver and Helper.

17.1.4. Non-availability of tanker/bowser due to any reason, whatsoever, including but not limited to the following conditions:

- a) Deteriorated mechanical condition of the tanker/bowser and/or breakdown.
- b) Non-possession of the valid permits and licenses for the crew and tanker/bowser.
- c) Non-supply of fuel.
- d) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

17.2. The contractor shall compensate the company if there is a loss of crude oil during transit. The amount of such loss will be recovered at the prevailing rate on pro-rata basis from the Contractor's outstanding bills along with handling charges (refer SOW & Penalty

clause). **The transportation charges for that particular bowser shall be made on Pro rata basis.**

17.3. In case the contractor tanker is met with an accident damaging the life and property of 3rd party, the contractor shall sort out the matter immediately with the 3rd party and settle all the dues at the earliest. For the accident case, (which is to be substantiated by proper Police Report and MVI Report) any loss will be recovered from the contractor's outstanding bills at the prevailing market price.

17.4. In case of sudden withdrawal of bowser/ tanker without prior permission of the Company, a penalty shall be levied as per penalty clause and SOW.

18. **Validity of the Agreement:** The Agreement shall remain valid for a period three years from the date of commencement of first job as mentioned in the mobilization. The contract can be terminated by OIL giving two months' prior notice to the bidder/ service provider.

19. SPECIAL NOTES:

19.1. OIL reserves the right to split the tendered quantity in the ratio of 60:40 for placement of order in case more than one bidder is found to be techno-commercially acceptable, subjecting to the BEC/BRC. Under such condition, the lowest evaluated (L1) bidder shall be awarded with 60% of the tendered quantity and the remaining 40% quantity shall be awarded on another bidder subject to matching their total quoted rate with that of L1 bidder. For this purpose, price matching will be offered to the bidders in the order of their rankings viz, L-2, L-3, L-4 and so on.

19.2. Bulk purchase order for entire tendered quantity on L1 Bidder shall be considered only in the event of emergence of lone acceptable proven bidder against the Tender or refusal by other acceptable proven bidders to match their rates with L1 bidder.

19. OTHER TERMS AND CONDITIONS:

- i. **Duration of Contract:** 03(Three) Years
- ii. **Location of Job:** OIL's Baghewala field in Rajasthan to ONGCL Mehsana Gujarat
- iii. **Performance Bank Guarantee:** 10.0% of annualized Contract value & validity 03(Three) months from date of expiry of contract/defect liability period, whichever is later. The performance Bank Guarantee should be submitted within 30 days of Receipt of Letter of Award (LOA)

SCOPE OF WORK (SOW):

1. DESCRIPTION OF WORK:

The Tanker/Bowser (Capacity 20 kl or higher upto 24 kl) will be used for transportation of crude oil from Company's Baghewala (Rajasthan) oil field to ONGC's Mehsana (Gujrat) Bowser unloading point/Tank Farm. **The base station of the Tanker will be considered as Oil India Limited, EPS Baghewala, BGW-8 well, Vill – Tawariwala, Distt-Jaisalmer.**

- 1.1. The Contractor shall agree and undertake to carry out the service by deploying the required no. of bowsters of model not earlier than **01.01.2017** in the area of operations of the Company as per the instructions of the Company Engineer during the entire tenure of the contract.
- 1.2. All work performed by the Contractor shall be continuous, on day-to-day basis.
- 1.3. Contractor shall provide the service with tanker(s)/ bowsters and shall be responsible for all actions necessary for day-to-day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this Agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.
- 1.4. The rates accepted by the Contractor are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/ her driver(s), crew and other staff as per the provisions of The Motor tanker(s)/ bowser(s) Act, 1988 and other Statutory Acts. The rates stipulated shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.
- 1.5. The Contractor undertakes to place the tankers/ bowsters within the due date of placement after mobilization notice served to them. Otherwise, penalty will be levied to the contractor for late placement of bowser at the rate of non-availability/ shut down of bowser as per the penalty clause. Bidder has to provide their email id and mobile numbers for correspondence. At any point of time the contractor may have to provide up to **eight bowsters everyday** at the loading station based on production profile. The contractor may have to arrange additional bowser over and above 08 in case requirement arise, therefore Contractor must have enough bowsters to meet the requirement of OIL, if any additional requirement arise above eight tankers in future.
- 1.6. Tanker Capacity: **The tanker deployed shall not be having capacity of less than 20 KL and more than 24 KL.**

2. COMMENCEMENT DURATION AND MOBILISATION:

- 2.1. Contractor shall place the initial required quantity of bowsters/ tankers as instructed by the company within 30 days from the date of initial mobilization notice and further additional quantity of bowsters (apart

from the number of tankers already deployed) within 3 days from the subsequent mobilization notice. Failing to comply with the subsequent mobilization, penalty will be imposed as per the penalty clause.

- 2.2. Before commencement of work the contractor must submit to Company full particulars of drivers and other work persons involved along with their Police Verification Certificates, valid licenses for the drivers. The company will facilitate arranging necessary permits/ passes for the drivers and other personnel to enable to enter into the Company's protected area. In case of change in manpower, the updated particulars of the manpower along with their PCC and Driving License has to be submitted to the Company.
- 2.3. The contractor is deemed to be fully conversant with the current rules and regulations from the Govt. authority regarding handling and transportation of petroleum products and shall declare in writing to this effect.
- 2.4. All bowzers/ tankers for the service must be provided with suitable earthing arrangements, fire extinguishers in working conditions while carrying out the contractual obligations. In built First Aid Box in the driver's cabin with all requisite items must be provided. All the flange connections of the tank must be properly secured by welding metal strips on all the nuts on both sides.
- 2.5. All the bowzers/tankers must have valid documents but not limited to ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS CERTIFICATES, COMPREHENSIVE INSURANCE, TANK CALIBRATIONS CERTIFICATES, EXPLOSIVE LICENCE issued by the Govt. authority. Dipsticks are to be stamped & dated in accordance with the calibration certificates. Owner, Contractor's name and address with telephone number(s) shall be inscribed on the right side of the bowser/tanker (refer bowser checklist ANNEXURE – I and penalty clause).

3. MANNER OF CONDUCTING WORK:

- 3.1. The Contractor shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

4. OBLIGATIONS OF THE CONTRACTOR:

- 4.1. The Contractor 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 Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of tankers/ bowzers 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 Contractor only and shall be his/ her sole responsibility. Be it stated particularly that the Contractor 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 Contractor 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 Contractor will be solely against the Contractor and not against the Company. Any demand by the employees deployed by the Contractor against the services envisaged under this Agreement shall have to be settled and satisfied by the Contractor 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 Contractor nor deal directly or indirectly with any recognized or un-recognized unions of such employees. It shall be primary and sole responsibility of the Contractor 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. In case the tanker(s)/ bowser(s) is not available for duty due to driver's / crew's strike, the tanker/ bowser will be treated as shut- down for the period of strike. The same to be addressed and handled by the contractor itself.
- 4.6. In case of any disruption/ interruption in the services of crude oil transportation due to any action by any contractor(s) or his/ their bowser crews or by both, the contract(s) of the concerned contractor(s) shall be terminated as per the discretion of the company.
- 4.7. In case of accident of tanker/ bowser, the contractor or his representative shall lodge FIR with the nearest Police Station immediately and inform the company in writing about the accident as soon as possible but not later than 24 hours. The contractor shall arrange for guarding the vehicle as well as the product. If there is any spillage of crude oil at the site of the accident, the contractor shall take immediate action towards collection and transportation of the spilled product to the respective Bowser Unloading Station (Mehsana)/ Bowser Loading Point (Baghewala) and arrange for proper cleaning of the site for environment protection at their own cost. The cost of crude lost due to leakage or accident, or any reason will be recovered from the contractor.

- 4.8. If bowser transportation service of any tanker/ bowser is stopped due to any Local Environmental Problem, the contractor will have to take necessary action immediately to solve the problem vis-a-vis for restoration of the service and lodge FIR in the nearest Police Station of the incident.
- 4.9. The Contractor shall ensure that the tanker(s)/ bowser(s) 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 Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final.
- 4.10. The Contractor should ensure that the Driver(s)/ Crew(s)/ Helper(s)/ Attendants (as applicable) are available whenever callout notice is given within mobilization period, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/ crew as per the requirements of the Company Engineer. In the event of failure to do so, the tanker(s)/ bowser(s) shall be treated as breach of contract, in which case the penalty shall be deducted from the Contractor.
- 4.11. The contractor will ensure good conduct of their bowser crews, while on duty. The contractor will be held fully responsible for any unruly behavior of bowser crews, or any mishap created by bowser crews. Company reserves the right to ask the contractor to remove any unruly bowser crew and, in such event, contractor shall remove the crew immediately from the service and arrange suitable replacement in terms of the contract without any disruption of the service.
- 4.12. The Contractor shall operate the service envisaged under this agreement in an efficient manner as per the instructions of the Company Engineer. The contractor shall abide by the Company Engineer instructions and adhere to the mobilization notice within mobilization period and ensure continuous uninterrupted service of delivery of crude as per the requirement of OIL.
- 4.13. Contractors will be required to arrange entry passes for the drivers/ helpers/ crew(s)/ employed by him and for himself for entering into OIL & ONGCL Operational Areas.
- 4.14. The contractor shall ensure use of Safety shoes, Safety hand gloves, Safety helmets and uniforms by the bowser crews while on duty. These safety items and the uniform for the bowser crews shall be provided by the contractor. In the event of non-compliance of the clause by any contractor, the company may initiate action as per terms and condition of the contract. Contractor should submit compliance report in support of providing PPE to his/ her crew at the time of placement of bowser (refer bowser checklist ANNEXURE – I and penalty clause).

5. PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

- 5.1. While on duty, the contractor shall instruct his/ her driver suitably to ensure that the speed limits as enforced are necessarily observed

- during driving. Any breach of law due to violation of the speed limits shall have to be redressed by the Contractor entirely at his/ her own cost.
- 5.2. The bowser(s)/ tanker(s) to be engaged for this service must conform to the specifications described in the Contract Agreement.
 - 5.3. The Contractor must ensure timely renewals of all licenses and permits within the due dates (refer bowser checklist ANNEXURE – I and penalty clause).
 - 5.4. The Contractor shall provide at his/ her own cost the accommodation/ housing for his/her employees, sheds for repairing and servicing of tanker(s)/ bowser(s), land/ garages for parking of the tanker(s)/ bowser(s) (wherever applicable) in and around the base station.
 - 5.5. The tanker(s)/ bowser(s) must be maintained in first class roadworthy condition along with uniform standards of safety as initially provided for at the time of acceptance of the tanker(s)/ bowser(s) on the date of placement.
 - 5.6. (a) Speedometer and kilometreage reading must be maintained at a high standard of accuracy. Any defects noticed by the Company Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the Contractor at his/ her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company Engineer. The Company's decision in this regard shall be final and binding on the Contractor.
(b) Monthly payments shall accordingly be regulated according to the corrected readings.
 - 5.7. All employees of the Contractor who are deployed under this service Agreement must observe the security and safety rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable / doubtful proposition from security considerations must be immediately replaced by the Contractor.
 - 5.8. All tanker(s)/ bowser(s) must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/ her own cost.
 - 5.9. The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorised representative(s) who will be overall in-charge of the Contractor's organization to carry out its obligations including preparation of bills, receipts of cheques etc.
 - 5.10. The contractor will be responsible for supervision of the entire job from reporting at Unloading and Loading Point and for transportation of POL from loading point to the unloading point during the tenure of the contract.

6. RIGHTS OF COMPANY ENGINEER:

- 6.1. The Company Engineer shall upon initial placement of tanker(s)/ bowser(s) duly check the mechanical as well as physical parts along with all the relevant documentation before accepting it for the services under this Agreement. Such inspection/ test shall be carried out entirely at the Contractor's risk and cost. Any tanker(s)/ bowser(s) found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company Engineer.
- 6.2. The Contractor shall at all-time obey the instructions of the Company Engineer and ensure compliance of the above-mentioned orders and instructions.

7. TANKER/ BOWSER AVAILABILITY:

- 7.1. The Contractor shall supply and maintain the services of all the tanker(s)/ bowser(s) in normal service as and when required with drivers and attendant crew (wherever applicable) as required by the Company. In the event of default (not mobilizing bowser within mobilization period), the Contractor is liable to be penalized as per the specified penalty clauses. Such penalty will be recovered normally from the Contractor's running monthly/ outstanding bills. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

8. PROCEDURES OF COLLECTIONS, TRANSPORTATION AND DELIVERY OF CRUDE OIL:

- 8.1. The contractor/ his representative is to collect requisition slip from the loading point without which they will not be allowed to load crude oil in the tankers from the loading point.
- 8.2. The contractor/ his representative/ driver will check and verify the quantity and quantum of crude oil loaded to their tanker/ bowser by the Company's personnel at loading point.
- 8.3. The contractor will ensure proper safety of loaded bowser/ tanker from the hazards of fire. No crude oil should leak from the body of the bowser/ tanker or drained off in any manner after sealing off the outlet points.
- 8.4. On taking delivery from the OIL's representative, contractor must ensure that the seals at the outlet of each chamber and the top cover on top of each chamber are intact till the crude oil is delivered at the unloading points.
- 8.5. The contractor must ensure that no loss of crude oil occurs during transportation. If any loss occurred during transportation, the cost of loss will be recovered from the outstanding invoice of contractor as per the penalty clause.
- 8.6. Loaded tanker must reach the unloading point within the stipulated time as given in the Clause for travel time required and penalty clause

- of the SOW hereunder. Inordinate delay in travel time must be intimated in writing to the Company's representative at the loading point within a reasonable time not exceeding 24 hrs.
- 8.7. The seals fixed at the outlet of each chamber and top cover of each chamber of the bowser/ tanker must not be tampered. ONGCL representative at the unloading points will check and verify the seals before unloading the crude oil. In case of any doubt about the seals or in case of late arrival of loaded tankers/ bowsers at the respective unloading stations, the Company will have the right to carry out thorough investigation including testing of crude oil samples from such tankers/ bowsers and take necessary action as deemed fit.
 - 8.8. There shall be no extra unloading arrangement in the bowser/ tankers other than the outlet at the manifold of the chambers.
 - 8.9. The driver and other personnel engaged for the service should not be under influence of alcohol or any intoxication while carrying out the contractual obligations.
 - 8.10. On completion of delivery, the contractor is to obtain signature of the ONGCL's and OIL's representative on delivery challans in token of delivering the right quality & quantity of the crude oil at the unloading points. The receipt/ challan and the requisition slips are to be returned to the company at the office of the Engineer in-charge and a copy has to be provided with the invoice.
 - 8.11. In case of any discrepancy/ dispute in dip measurement and any quality of the crude oil on arrival at the unloading point, the decision of the Company shall be final and binding on the contractor.
 - 8.12. Company's representative at the unloading point/ station may refuse to accept loaded tanker/ bowser if there is reasonable proof of attempted tampering of the seals or pilferage of any nature. In such case, Company will hand over the case to the Govt. authority at the earliest possible time.
 - 8.13. The loaded tankers/ bowsers are to ply on the specific routes as directed by the Company. Prior written permission is to be obtained from the operating department in case bowsers are to be diverted through an unspecified route. Oil India Ltd, EPS- Baghewala will be considered as base station and the bowser will be loaded from EPS-BGW and will go to Unloading station in Mehsana. The trip will be considered complete once the bowser returns back to EPS-BGW after unloading at Mehsana, Gujarat. The total round trip kilometres will be calculated on actual odometer reading only, however in any case the total kilometreage for the round trip should not be more than 1500 KM.
 - 8.14. In case of road blockade etc. the Contractor shall inform the operating department for diversion of the loaded tanker/ bowser through the alternate route.
 - 8.15. The contractor must ensure that the quantity and quality of the transported crude oil shall remain intact till the crude oil is delivered at the unloading point. Any shortfall &/ or deterioration of the quality

of crude oil shall be contractor's responsibility and shall be dealt as per the penalty clause.

9. TRAVEL TIME REQUIRED:

- 9.1. Average vehicle speed has been considered as @ 40 Km/Hour. (Above travel time will be reviewed time-to-time depending on the road conditions and other factors). Normal standard practice will be 60-72 hours, the maximum duration will not be more than 72 hours for a complete round trip (Base Station to Unloading station to Base Station including Loading & Unloading Time) which will be considered as benchmark for all evaluation.
- 9.2. Bowser should reach the unloading station at Mehsana within 24 hours from leaving the loading station considering ~750 km distance and 40 km/ hr average speed.
- 9.3. The tanker shall not halt in one place for more than 2 hours while carrying the crude oil. Therefore, service provider to make necessary arrangements accordingly.
- 9.4. In case of breakdown/ malfunction/ incident, company shall be intimated within 30 min of occurrence of such event to ensure that the penalty against halting is not levied. However, in case the breakdown/ malfunctioning in a tanker persists for more than 3 instances in a single month the tanker has to be replaced within 15 days. Therefore, service provider is requested to maintain the tankers health in good condition.
- 9.5. In case of delay in arrival to the unloading point by more than the specified time limit as above, the bowser/ tanker driver shall bring a certificate from the Contractor giving detailed reason of such delay.
- 9.6. In case of shutdown/ breakdown of bowser/ tanker Contractor must ensure to bring the entire quantity of crude oil from such bowser/ tanker to the destination/ base station or as instructed by the company.
- 9.7. Except for reasons like breakdown of pumps, electrical failure, non-availability of desired steam at the loading point/unloading point the Contractor will be solely responsible to meet all the situation for smooth uninterrupted lifting of crude oil to facilitate ullage of crude oil for the purpose of uninterrupted production of crude oil. OIL will engage its pump for loading the bowser. In case the duration of the entire round trip (Base Station to Unloading station to Base Station including Loading & Unloading Time) gets extended by more than 72 hours due to any aforementioned reasons, OIL will pay additional amount for standby charges on prorata basis for the duration of delay beyond 72 hours. In case bowser reports at site after 5 pm on any day for loading/unloading, no any standby charges shall be paid by the company for the period till 7:00 am next morning.

9.8. During any unforeseen bandh, strikes etc., the Contractor will take all necessary steps as advised by the Production (Oil) Department to facilitate uninterrupted operations.

10. ACTS OF MALPRACTICES:

10.1. The following acts will be construed as a malpractice:

10.1.1. Tampering with fittings/ fixtures for security sealing of bowser, calibration of bowser, Registration numbers of bowser, security locks and security locking systems.

10.1.2. Forging of any document(s) during tenure of the contract.

10.1.3. Pilferage/ short receipt of product.

10.1.4. Not lodging FIR with the Police in case of accident, not informing OIL about the accident.

10.1.5. Unauthorized deviation from specified route/ unauthorized delay/ unauthorized route stoppage.

10.2. Penal action for Acts of Malpractices mentioned against item nos. 10.1.1, 10.1.2, 10.1.3 & 10.1.4 above: - The contractor shall take all necessary preventive precaution against the malpractices referred hereinabove and shall be solely responsible for such malpractices. - Bowser(s) caught/reported for having indulged in malpractices, shall be immediately suspended by the company. However, an investigation will be conducted as per laid down procedure of the company. - On investigation, if the alleged malpractice(s) is established, the contract shall be terminated with 15 days prior notice to the contractor. - Further, the owner of the bowser involved in the malpractices shall be debarred for a period up to 03 years from participating in any future tender and/or entering into any business relation with the company. Besides, particular bowser(s) along with the bowser crew will be debarred from future deployment against any tender/contract in the company.

10.3. Penal action for Acts of Malpractices mentioned against item nos. 10.1.5 above:

The Bowser, along with its crews, will be given a warning and will be asked for explanation from the Contractor in the first instance. Second instance the crew will not be allowed to operate bowsters with Company.

11. PENALTY:

In case of noncompliance of the standards of the services as per this agreement by the service provider, the Company would be at liberty to impose penalty as per the conditions detailed out below on the service provider:

Sr. No.	Nature of Default	Default Details	Penalties		Remarks
11.1	Misbehaviour	Any	1st Instance:	2nd	After 2nd instance,

	by driver/ unacceptable behaviour by driver	instance	Penalty of Rs. 5000/-	Instance: Penalty of Rs.10000/-	the service provider will have to replace the driver
11.2	Driver/Helper in intoxicated state	Any instance	1st Instance: Penalty of Rs.10000/-		After 1st instance, the service provider will have to replace the driver.
11.3	Driver Not in Coverall	Any Instance	1 st Instance: Penalty of Rs.1000/- per instance	2 nd Instance: Penalty of Rs.3000/- per instance	After 2nd Instance, the Company will continue to impose the same penalty as imposed for 2nd Instance
11.4	Driver Not in Proper PPE (Safety Shoes, Helmets, gloves, and safety goggles)	Any Instance	1 st Instance: Penalty of Rs.2000/- per instance	2 nd Instance: Penalty of Rs.4000/- per instance	After 2nd Instance, the Company will continue to impose the same penalty as imposed for 2nd Instance
11.5	Absence of first aid kit along with the basic first aid items in the vehicle	Any Instance	1st Instance: Penalty of Rs.2000/- per day	2 nd Instance: Penalty of Rs.4000/- per day	After 2nd Instance, the Company will continue to impose the same penalty as imposed for 2nd Instance
11.6	Portable Fire Extinguisher	Any Instance	1 st Instance: Penalty of Rs.2000/- per day	2 nd Instance: Penalty of Rs.4000/- per day	After 2nd Instance, the Company will continue to impose the same penalty as imposed for 2nd Instance
11.7	Crude Loss	Any Instance	The amount of such loss will be recovered at the prevailing market rate of crude oil (Selling Price of OIL's Crude) on pro-rata basis from the Contractor's outstanding bills + Deduction of Transportation Charges for the Quantity Lost on Proportionate basis + 10% handling charges for the amount of crude lost		Remarks: Calculation for <i>Deduction of Transportation Charges for the Quantity Lost on Proportionate basis:</i> Deduction = (Quantity Lost in KL/ Amount of Crude Loaded in the Bowser at the loading station in KL) * Round Trip Transportation

					Charges (BGW Loading Point to Unloading Station back to BGW)
11.8	Non deployment of Tanker/ bowser within 3 days of subsequent mobilisation notice		Upto 2 days from mobilisation notice completion time: Rs. 10000 per day will be charged per Tanker	Beyond 2 days from mobilisation notice completion time: Rs. 15000 per day will be charged per Tanker	
11.9	Breakdown of Tanker/Bowser In single month				The tanker has to be replaced after 3 such breakdowns in a month within 15 days.
11.10	Breach of bowser checklist (Annexure – I)	Any Instance for any tanker	1 st instance: Penalty of Rs.1000/- per non complied point	2 nd Instance: Penalty of Rs.2500/- per non complied point	Each and every point in the checklist shall be complied, else penalty will be imposed as mentioned in the row
11.11	Bowser delayed in reaching the unloading station		Upto 2 hours from the expected delivery time: Penalty of Rs. 1000/- per hr	Beyond 2 hours from the expected delivery time: Penalty of Rs. 5000/- per hr	Bowser should reach the unloading station at Mehsana within 24 hours from leaving the loading station considering ~750 km distance and 40 km/ hr average speed.
11.12	Tanker halting at one place for more than 2 hours while carrying the crude oil		For the next 2 hours after halting time: Penalty of Rs.1000/- per hour	Beyond 2 hours: Penalty of Rs.2500/- per hour	The tanker shall not halt in one place for more than 2 hours. Therefore, service provider to make necessary arrangements accordingly.

					<p>In case of breakdown/ malfunction/ incident, company shall be intimated within 30 min of occurrence of such event to ensure that the penalty against halting is not levied. However, in case the breakdown/ malfunctioning in a tanker persists for more than 3 instances in a single month the tanker has to be replaced within 15 days. Therefore, service provider is requested to maintain the tankers health in good condition.</p>
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*******END of SCC*******

(END OF SECTION – IV)

Price Bid Format/Schedule of Quantities (SOQ)

(Attached under “**NOTES AND ATTACHMENTS**” tab in the main bidding page of OIL's e-Tender portal)

Sl. No.	Job Description	UOM	Qty	Unit Rate (INR) to be quoted Excluding GST	Total Amount (INR) Excluding GST
			A	B	C=A*B
1	Fixed Charges (20 KL – 24 KL)	DAY	16,200		
2	Running Charges (20 KL – 24 KL)	KM	8,100,000		
D	Total cost (INR) excluding GST [C1+C2]				
E	Applicable GST@_____				
Total cost (INR) including GST, D+E					

1. Fixed Charges (20 KL – 24 KL)

This charge will be paid as a rental/ standby for the vehicle (tanker/ bowser of Capacity 20 KL – 24 KL) for the period from the reporting of the tanker at Base Station (EPS-BGW) to the completion of round trip (EPS BGW to Unloading Station (Mehsana) to EPS-BGW) on pro-rata basis. Normal standard practice will be 60-72 hours for a round trip, the maximum duration will not be more than 72 hours for a complete round trip (Base Station to Unloading station to Base Station including Loading & Unloading Time). In case the duration of the entire round trip (Base Station to Unloading station to Base Station including Loading & Unloading Time) gets extended by more than 72 hours due to any reason not attributable to Contractor, OIL will pay additional amount for standby charges on pro rata basis for the duration of delay beyond 72 hours (Refer the clause for **Travel Time Required** in SOW). An undertaking shall be submitted countersigned by driver along with the invoice that the wages have been paid to the drivers as per applicable govt law.

2. Running Charges (20 KL – 24 KL)

This charge will be paid for actual running kilometreage of the Vehicle (Tanker/Bowser of Capacity 20 KL – 24 KL) for a complete round trip (Base Station to Unloading station to Base Station). The kilometreage shall be recorded in the log sheet countersigned by company's representative.

A copy of the log sheet (countersigned by officer in charge) shall be submitted with the monthly invoices.

NOTE:

1. No charges shall be paid by the company before initial mobilisation, after final demobilisation and during shut down / breakdown period. Notice for mobilisation/ demobilisation shall be given by company in writing.
2. No charges shall be paid in case vehicle is running without the consent of company's representative or vehicle is going for maintenance/ servicing etc. These types of distance will be on contractor's account.
3. The fixed charges shall be inclusive of the following:
 - a. Insurance cost of vehicle
 - b. Road Tax
 - c. Road Permit for Rajasthan
 - d. Explosive license
 - e. Fitness
 - f. Pollution
 - g. Calibration
 - h. PPE & Cost of the Uniform for crew
 - i. Wages for crew
 - j. Food and Lodging charges of the Tanker Crew.
 - k. Additional charges that will be incurred for executing the contract smoothly.
4. No additional charges will be paid to the service provider other than Fixed Charges & Running Charges under any circumstances during the tenure of this service agreement except in respect of the following:

Fuel Price Escalation: The rates quoted by the Contractor are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her drivers/helpers, crew and other staff as per the provisions of the Motor tanker(s)/ bowser(s) Act, 1988 and other Statutory Acts. The rates shall be fixed and firm for the entire tenure/currency of the contract and shall be binding on both the parties. No changes of rates shall be allowed under any circumstances during the tenure/currency of this

service agreement under or during its extension period except in respect of the following:

- I. Variation in the running charges will be effective provided fuel (HSD) price changes plus or minus 5% (Five Percent) over the price prevailing at the time of original bid closing date in Jodhpur. Subsequent variations in running charges will be effective once the fuel (HSD) price decreases or increases by another 5% over the existing fuel price and so on i.e. for every 5% (or more) decrease or increase in existing fuel price there will be change in running charge accordingly, considering that vehicles deployed by the contractor shall have mileage of 3.20 kilometres (Three Kilometres and Two Hundred Metres) per litre of HSD for both to and fro journey. For any HSD price variation within 5% of the prevailing rate less (fuel price in a particular time) there will be no change in the running charge.
 - II. Change in the Running Charges for tankers/bowsers will be reviewed once in every month. For this, daily rates of HSD at Jodhpur for the previous month will be obtained from IOC and simple average will be worked out. This monthly average and the last amended HSD price of the Contract will be used to calculate the variation in running charges in the month.
5. All the charges Viz. Fixed Charges, Running Charges, Diesel Escalation for the tankers with Capacity 20-24 KL shall be same.
 6. **The estimated quantities indicated above against each item are for evaluation purposes only. Payment will be made for the actual work done.**
 7. 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 part of the work, **'NIL/Free of Charge'** should be mentioned against such part of work.
 8. The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e., considering the Total quoted price inclusive of all liabilities and applicable GST (CGST & SGST/UTGST or IGST).
 9. The above rates are inclusive of all liabilities including statutory liabilities.

10. Rates/Amounts quoted above should be inclusive of all applicable State Govt. / Central Govt. taxes etc. but **excluding GST**. However, rate of all applicable charges must be clearly indicated in the offer. Bidders must mention the Service Accounting Code (SAC). Please refer to Annexure-GST, while submitting your offer in GST regime.
11. Price Bid furnished without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. If the bidder mentions taxes as extra, taxes mentioned by OIL on the Purchase Order / Contract will be binding.

12. **PAYMENT TERMS**

The total estimated Contract Price as indicated in Schedule of work, quantities & rates - BOQ of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. **The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in BOQ of this Contract.**

Payment will be made, not often than monthly, up to **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified by the Company's authorized representative before any such final payment is made.

All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link <https://vim.oilindia.in/velocious-portal-app/>

Note: All Invoices are to be addressed to:

DGM(Production),
Oil India Limited, Jodhpur
2A District Shopping Center, NH62,
Saraswati Nagar, Jodhpur
Rajasthan 342005

BID FORM

(A) BID-FORM

Date :
Tender No. :
(Insert Bidder's name and address)

Dear Sir,

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 quoted in the Price Bid Format 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, we shall commence the service from the date of commencement mentioned in the Letter of Award.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document 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 _____

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-C

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

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

(Authorised Signatory)

Name of the Bidder: _____

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

COMMERCIAL CHECK LIST

This Questionnaire duly filled in should be returned along with each copy of Unpriced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	REQUIREMENT	Bidder's Confirmation
1.0	Whether bid submitted under Single Stage Two Bid System?	
2.0	Whether Bid Security submitted?	
3.0	Whether quoted offer validity of 120 days from the date of closing of tender?	
4.0	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.0	Whether Mobilization and Completion period of contract is complied?	
6.0	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
7.0	Confirm that percentage of Local Content along with Certificate of Incorporation/registration and other relevant documents required under BEC Clause No. 1.0 has been submitted.	
8.0	Confirm whether Udyam Registration Certificate has been submitted in case availing MSE benefit.	
9.0	If availing benefit under PP-LC Policy, confirm that, percentage of Local Content has been mentioned in the bid and Undertaking (as per format given) towards compliance of Local Content requirement along with certificate from Statutory Auditor/Chartered Accountant has been submitted.	
10.0	Confirm whether the bid documents required towards compliance of Bid Evaluation Criteria have been verified & certified by Independent TPI agencies as mentioned in Clause No. 17. of (BEC) of the tender document.	
11.0	Whether all BRC/BEC clauses accepted?	
12.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	
13.0	Whether confirmed acceptance of tender Payment Terms?	
14.0	Whether agreed to submit Performance Security Deposit within 30 days of the issue of Letter of Award/order?	
15.0	Whether uploaded Integrity Pact duly filled & signed along with technical bid?	
16.0	Whether quoted as per NIT (without any deviations)?	

Offer ref Dated

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

**To,
M/s. OIL INDIA LIMITED,
C&P DEPARTMENT
JODHPUR, RAJASTHAN, INDIA, PIN - 342005**

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

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

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

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

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:

BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. 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

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c. Further correspondence against BG towards Performance Security must contain the Contract Number.

AGREEMENT FORM

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

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

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- a) General Terms and Conditions, (SECTION-III)
- b) Scope of Work & Special Conditions of Contract, (SECTION - IV)
- c) Price Bid Format, (Proforma-A)
- d) Bid Form, (Proforma-B)
- e) Statement of Compliance, (Proforma -C)
- f) Agreement Form, (Proforma-F)

- g) Procedure for obtaining Labour License under Contract Labour (R&A) Act,1970 & Central Rules-1971, (Appendix-B)

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

IN WITNESS thereof, each party has executed this contract at Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's IFB No. CJI-3238-P24

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORIZATION FOR ATTENDING BID OPENING

Date: _____

TO

GM (C&P)

Contracts & Purchase Department

Oil India Ltd., Rajasthan Field

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI-3238-P24

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

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
For GM (C&P)
RAJASTHAN FIELD
JODHPUR-342005

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, RAJASTHAN FIELD, JODHPUR (hereinafter called the “Company”)’s IFB No..... 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 the Company in the sum of (.....)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this Day of ,

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

2. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

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

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness

Address.....

(Signature, Name and Address)

Date.....

Place.....

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

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

A.Issuing Bank

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

B.Controlling Office

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

Signature& Seal of the Bank

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____ for **'Hiring services of 20 KL or higher Capacity Bowsers (Tankers) equipped with locking and GPS facility for Transportation of Crude Oil from Baghewala OIL's Field located in Jaisalmer district of Rajasthan to Mehsana, ONGCL Gujarat on call out/as and when required basis, for a period of Three (03) years against Tender No. CJI-3238-P24.** We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-pp (BE-11) dated 16.09.2020 or notification No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 subject to revisions/amendments thereof. The percentage of Local Content is _____%

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

**TO
GM(C&P)
C&P DEPARTMENT
JODHPUR, RAJASTHAN,
INDIA, PIN – 342005**

Dear Sir,

SUB: Hiring services of 20 KL or higher Capacity Bowsers (Tankers) equipped with locking and GPS facility for Transportation of Crude Oil from Baghewala OIL's Field located in Jaisalmer district of Rajasthan to Mehsana, ONGCL Gujarat on call out/as and when required basis, for a period of Three (03) years against Tender No. CJI-3238-P24

We _____ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the policy (tick whichever applicable)

☐ PP: MSE

☐ PP: LC

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

PARTICULARS OF CRUDE TANKER TRUCKS OFFERED

<u>SL. No.</u>	<u>Details</u>		<u>Bidder's remarks</u>
<u>1</u>	<u>RTO Registration No.</u>		
<u>2</u>	<u>Address of Registering RTO</u>		
<u>3</u>	Engine No.		
<u>4</u>	Chassis No.		
<u>5</u>	Make		
<u>6</u>	Model Year		
<u>7</u>	Date of First Registration		
<u>8</u>	Licensed Capacity in KL		
<u>9</u>	Relationship with bidder		
<u>10</u>	PESO License	Yes/ NO	
		License No	
		Valid Upto	
<u>11</u>	Calibration Chart	Yes/ No	
		Certificate No.	
		Valid Upto	
<u>12</u>	Valid Insurance	Yes/ No	
		Insurance No.	
		Valid Upto	

PROFORMA-M

**FORMAT FOR INSPECTION CERTIFICATE FROM THIRD PARTY INSPECTION
AGENCY**

(To be submitted on official letter head)

**TO
M/s OIL INDIA LIMITED
GM(C&P)
C&P DEPARTMENT
JODHPUR, RAJASTHAN,
INDIA, PIN – 342005**

Sir,

SUB: OIL's IFB No. CJI-3238-P24

M/s_____ having registered office at _____
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulate that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

FORMAT FOR DECLARATION REGARDING MOBILIZATION

(TO BE SUBMITTED BY BIDDER ON BIDDER'S LETTERHEAD ALONGWITH THE BID)

**TO
M/s OIL INDIA LIMITED
GM(C&P)
C&P DEPARTMENT
JODHPUR, RAJASTHAN,
INDIA, PIN – 342005**

Sub: Declaration regarding mobilization of tankers/bowsers

IFB No. CJI-3238-P24

Dear Sir,

With reference to above mentioned tender, I/we hereby confirm that if the contract under the above tender is awarded to me/us, I/we will mobilize the tankers/bowsers as per the desired specifications as detailed in the NIT and tender document as per the following advice:

Initial Mobilization: 30(Thirty) Days, Subsequent mobilization: 03 (Three) days from the issue of mobilization notice.

Yours faithfully,

Signature_____

Name of the Bidder_____

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL
LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Clause No. b of Financial Evaluation Criteria of BEC-BRC of Tender No. CJI-
3238-P24**

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do hereby
solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____ have
actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for
preparation of Financial Statements i.e., if the last date of preceding financial /
accounting year falls within the preceding six months reckoned from the Original
Bid Closing Date.

ANNEXURE for CA certificate

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.

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

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

(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 Bowzer/ Tanker along with necessary fittings and registered on the date_____ bearing Regd. No._____ having minimum capacity of _____ (registered after 01.01.2017) to be stationed at any place of OIL's operating areas in Rajasthan for a period of _____ years on call-out basis with drivers and helpers.

I/We_____ (Name and address of the registered original owner of the offered Bowzer/ Tanker s) the owner of _____ (Model and registration no. of the Bowzer/ Tanker s) has no objection for _____ (name of the bidder) utilizing my/our Bowzer/ Tanker (s) for OIL INDIA LIMITED (OIL)'s services under contract regulations of the Company (OIL) arising out of Tender No._____ for the contractual period including extension period, if any. I/We further confirm that because of the above use of my /our Bowzer/ Tanker (s) 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 Bowzer/ Tanker s(s). _____
Name of the Original/registered owner of the offered Bowzer/ Tanker s(s). _____
Designation, if any. _____
Date. _____

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

Magistrate

Annexure-III

CRUDE OIL BOWSER/ TANKER CHECKLIST
(Required at the time of Placement of Bowser in the event of award of Contract)

Tanker Registration No.: _____

Crude Loading Station:	Crude Unloading Station:
Date of Dispatch:	Date of Arrival:
Time of dispatch:	Time of Arrival:
Location of Dispatch:	Location of Unloading:
Odometer Reading:	Odometer Reading:

Sl. No.	Description	Particulars	Compliance Status (YES/ NO)
1	Vintage for all bowzers has to be after 01.01.2017		
2	PPE with the driver & helper (Coverall, safety shoes, hand gloves and safety goggles)		
3	RC, Insurance, PUCC certificates		
4	PESO Licenses for all bowzers		
5	Working GPS system with monitoring facilities with OIL		
6	Valid Professional (Heavy duty) driving licenses of all drivers		
7	Suitable earthen arrangements		
8	Working Fire extinguishers in the cabin		
9	First Aid Box in the driver's cabin		
11	Valid Tank calibration certificates		
12	Dipsticks are to be stamped & dated in accordance the with the calibration certificates		
13	Speedometer and Odometer functioning		
15	Owner, Contractor's name and address with telephone number(s) in case of emergency shall be inscribed on the right side of the bowser/tanker.		
16	Bowser's top surface should be clean		

Signature at Loading Station:	Signature at Unloading Station:
Name:	Name:

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

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 Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date.
NAME OF INDEPENDENT EXTERNAL MONITORS:

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 license from Licensing Officer. To obtain license contractor is required to submit:

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

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 license nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

Annexure-XI

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CJI-3238-P24 **Dated _____**

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF
SUB-CONTRACTING**

We, M/s_____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND
BORDER WITH INDIA**

We, M/s_____, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

OR

For (type name of the firm here)

(Affix Seal of the Organization here, if applicable)

Page 114 of 135

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

SUB: SAFETY MEASURES (SM)

Description of work/service: Hiring services of 20 KL or higher Capacity Browsers (Tankers) equipped with locking and GPS facility for Transportation of Crude Oil from Baghewala OIL's Field located in Jaisalmer district of Rajasthan to Mehsana, ONGCL Gujarat on call out/as and when required basis, for a period of Three (03) years).

Sir,
We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day-to-day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item (b) above.

d) We hereby accept responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

- 1.0 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all subcontractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be 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 representative of OIL.
- 2.0 The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
- 3.0 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 4.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
- 5.0 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 6.0 Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
- 7.0 As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format. (Applicable for vehicles/equipment deployed in Mines areas only.)
- 8.0 The Contractor shall submit to DGMS returns indicating # Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. (Applicable for the vehicles/equipment deployed in Mines area only)
- 9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly. (Applicable for vehicles/equipment deployed in Mines areas only)

- 10.0 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 11.0 The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
- 12.0 All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME
- 13.0 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However 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. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
- 14.0 Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL). (Applicable vehicles/equipment deployed in mines areas only)
- 15.0 Contractor has to ensure that all work is carried out in accordance with the Statute and the 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 the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

- 16.0 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work. (Applicable for vehicles/equipment deployed in Mines areas only)
- 17.0 The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- 18.0 The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Toolbox meeting. (Applicable for vehicles/equipment deployed in Mines areas only).
- 19.0 After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer in Charge. (Applicable for the vehicles/equipment deployed in mines area only)
- 20.0 The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.
- 21.0 OIL will communicate all information to the Contractor or his authorized representative only.
- 22.0 The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- 23.0 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.
- 24.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
- 25.0 The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed. (Applicable for vehicles/equipment deployed in mines areas only).
- 26.0 The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer-in-Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

- 27.0 All Lifting equipment of the Contractor like bowser etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site. (Applicable for vehicles/equipment deployed in mines areas only).
- 28.0 Barricading of area to be done with reflecting tapes as applicable during work. (Applicable for vehicles/equipment deployed in mines area only).
- 29.0 Sufficient Nos. of traffic cones, barricading equipment, wheel chokes, torchlight, etc. shall be available with the vehicles for use during off-site breakdown of vehicles.
- 30.0 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- 31.0 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- 32.0 Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.
- 33.0 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 34.0 The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
- 35.0 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
- 36.0 Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
- 37.0 Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

Yours Faithfully

(Seal)

Date_____

Shri/Smti

FOR & ON BEHALF OF CONTRACTOR

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 FIELD's provisional GST ID No. is 08AAACO2352C1ZX.

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

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 _____ Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (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 Rs./US\$(in figures) _____ (Indian Rupees/US 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 _____ 20____ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No._____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	BEC Clause No. 1.0 (ELIGIBILITY CRITERIA:)	<p>The bidder must be incorporated/registered in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.</p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to</p>			

		<p>other options as may be deemed appropriate.</p> <p>Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(e) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.</p> <p>(f) The Bidder shall submit an undertaking as per Proforma-J from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded.</p> <p>(g) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.</p>			
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2	BEC Clause 2.1 (Technical Criteria)	The bidder must have experience of successfully completing at least one similar nature of Service valuing at least INR 5.52 Crores during last 7(seven) years to be reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/Public Limited Company. The bidders shall provide necessary documentary evidence for the same while submitting their bid.			
3	BEC Clause No. 2.2 (Technical Criteria)	<p>If the bidder is executing similar Nature of contract with Central Govt./State Govt./Public Sector Undertaking/Public Limited Company and the contract value executed prior to the original date of bid submission is equal to or more than INR 5.52 Crores, such experience will also be taken into consideration, provided that bidder has submitted satisfactory service execution certificate for the said value, issued by the user.</p> <p>Note: 'SIMILAR NATURE' means providing services for transportation of crude oil/condensate/other petroleum products/hazardous chemicals with bowser(s) (having capacity not less than 12 Kls).</p>			
4	BEC Clause No. 2.3 (Technical Criteria)	<p>For proof of requisite Experience (Clause No. 2.1 and 2.2), the copy of following documents must be submitted along with the bid: -</p> <p>c) Copy of Contract/Work order/LOA/LOI showing details of work.</p> <p>d) Copy of Completion Certificate OR Performance Certificate OR Experience Certificate OR Payment</p>			

		<p>Certificate issued by the client against the contract/work order/LOA/LOI mentioned in Para a) above showing:</p> <p>(i) Gross value/quantity of job done (ii) Work order No. /Contract No. (iii) Nature of job done (iv) Contract period and date of completion</p>			
5	BEC Clause No. 2.4 (Technical Criteria)	<p>In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/ 'Service Entry Sheet (SES)' of jobs successfully executed during the last seven years ending original bid closing date, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will be accepted.</p>			
6	BEC Clause No. 2.5 (Technical Criteria)	<p>Bidder must submit document for at least 05 (Five) tankers/ bowzers along with the technical bid. The bowser/Tanker may be registered in the Firm's Name/bidder's name (in case of proprietary firm it may be in proprietor's name and similarly it may be in the partners' name in case of partnership firm). The Bowser(s) Tanker(s) offered above must meet following conditions:</p> <p>i. All the bowser(s)/tanker(s) must have vintage not earlier than 01.01.2017 (year of manufacture). ii. The bowser / tanker service must be of 20-24 KL capacity only.</p> <p>Note to Clause No. 2.5: The bidder must submit Proforma- L and for ascertaining the details therein</p>			

		they must submit documents but not limited to registration certificate, insurance certificate, fitness certificate, Tank calibration certificate, Explosive license, Pollution Certificate for the offered bowzers/Tankers along with the technical bid. All the documents are to be self-certified/attested by the bidder.			
7	BEC Clause No. 2.6 (Technical Criteria)	<p>The bidder must confirm to mobilize the Bowser as per following advice: Initial Mobilization: 30(Thirty) Days, Subsequent mobilization: 03 (Three) days from the issue of notice. Bidder must submit an undertaking in this regard.</p> <p>Note:</p> <ol style="list-style-type: none"> Experience of executing similar work through ‘sub-contracting’ shall not be considered for evaluation. SIMILAR work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC. Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/ Parent/ Subsidiary/ Co subsidiary/ Sister Subsidiary/ MOU with another party shall not be considered. Bids from ‘Consortium of Companies’ shall also not be considered. Only Letter of Intent (LOI)/Letter of Award (LOA)/ Contract Copy, or Work Order(s) shall 			

		not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 2.1/2.2 will only be treated as acceptable experience.			
8	BEC Clause No. 3.1 (Financial Criteria)	<p>Annual Financial Turnover of the bidder from operation during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least INR 5.52 Crores.</p> <p>[Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]</p>			
9	BEC Clause No. 3.2 (Financial Criteria)	<p>Net worth of bidder must be positive for preceding financial/ accounting year.</p> <p>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]</p>			

10	BEC Clause No. 1.0(Commercial Criteria)	The bids are to be submitted in single stage under Two Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.			
11	BEC Clause No. 2.0(Commercial Evaluation Criteria)	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as nonresponsive and rejected.			
12	BEC Clause No. 3.0 (Commercial Evaluation Criteria)	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of GM- C&P, OIL at on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be ₹ 39,07,350.00. Bid without proper & valid Bid Security will be rejected.			
13	BEC Clause No. 11.0(Commercial Evaluation Criteria)	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: (i) Firm price (ii) Bid Securing Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee /			

		Security deposit (vi) Insurance Clause (vii) Scope of work (viii) Taxes Clause (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Termination Clause (xv) Integrity Pact (xvi) Liability Clause			
14	BEC Clause No. 13.0(Commercial Evaluation Criteria)	Bids should be valid for a period of 120 (One Twenty) days from the Bid Closing Date. Bids with shorter validity shall be rejected as being non-responsive.			

15	BEC Clause No. 16.0(Commercial Evaluation Criteria)	<p>Integrity pact: OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure-A1 of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid</p>			
16	BEC Clause No. 17.0(Commercial Evaluation Criteria)	<p>The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the following Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender failing which their bid shall be rejected straightway:</p> <ul style="list-style-type: none"> i. M/s. RINA India Pvt. Ltd. ii. M/s. Dr. Amin Controller Pvt. Ltd. iii. M/s. Germanischer Lloyd Industrial Services G m b H (DNV GL- Oil & Gas) iv. M/s. TÜV SÜD South Asia Pvt. Ltd. v. M/s. IRCLASS Systems and Solutions Private Limited vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd. vii. M/s. TUV India Private Limited 			

		<p>viii. M/s. TÜV Rheinland (India) Pvt. Ltd.</p> <p>ix. M/s. Bureau Veritas (India) Private Limited</p> <p>Bidders must go through clause No. 36(Third Party Inspection) of ITB (Instruction to Bidders) for details.</p>			
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*******END OF TENDER DOCUMENT******