



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

**Materials Department
(Rajasthan Project)**

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

Date: 08.12.2016

FORWARDING LETTER

Sub: To Provide day-to-day services for handling of various type of materials and other miscellaneous jobs at Hamira Stores Complex and other field locations at RP for a period of 4 (Four) years.

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

OIL invites your ONLINE competitive bid for To Provide day-to-day services for handling of various type of materials and other miscellaneous jobs at Hamira Stores Complex and other field locations at RP for a period of 4 (Four) years.

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

- | | | | |
|-------|--------------------------------|---|---|
| i) | OIL's Tender No. | : | CJI3261P17 dated 09.12.2016 |
| ii) | Tender Fee | : | ` 1,000.00 (PSUs and SSI Units registered with NSIC are exempted). |
| iii) | Type of Bid | : | Single Stage Composite Bid System |
| iv) | Bid Closing Date & Time | : | 14.02.2017 at 11.00 hrs (IST) |
| v) | Bid Opening Date & Time | : | 14.02.2017 at 15.00 hrs (IST) |
| vi) | Bid Opening Place | : | Office of Chief Manager (M&C),
Oil India Limited, Jodhpur, Rajasthan |
| vii) | Amount of Bid Security | : | ` 92,000.00 (Non- interest bearing) |
| viii) | Amount of Performance Security | : | 10 % of annualized Contract Value. |
| ix) | Mobilization Time | : | 15(fifteen) days from the date of LOA. |
| x) | Duration of Contract | : | Four years. |

xi) **LIQUIDATED DAMAGES & PENALTY:**

The Service provider shall supply and maintain the services in normal service EVERY DAY through the day and night under their own supervision and control. In case of Failure to keep the services in normal service on any day and night, the Service Provider shall be liable to pay to the Company a liquidated damage/penalty as per following occurrence of default:-

- a) Non-availability of representative any day Rs. 150/- per day.
- b) Not undertaking any job within required time Rs. 300/- per day
- c) If the Service Provider fails to undertake the jobs on any day, the cost of expenditure incurred by the Company by making its own arrangement, the same shall be recovered with 25% overheads over the cost and subject to a minimum of Rs. 250/- per occurrence of default. The cost of such expenditures will also include charges of demurrage, standby charge to carriers etc. if any.

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

Yours faithfully,
OIL INDIA LIMITED

(P.C.MAZUMDAR)
CHIEF MANAGER (M&C)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/iri/portal>
- 1.1 Tender No. : CJI3261P17 dated 09.12.2016.
- 1.2 Bid Closing Date : 14.02.2017
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : ` 1,000.00
- 1.4 Bid Security : ` 92,000.00 (Non- interest bearing)
- 2.0 **Description of Services:** To Provide day-to-day services for handling of various type of materials and other miscellaneous jobs at Hamira Stores Complex and other field locations at RP for a period of 4 (Four) years.
- 3.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) alongwith the non-refundable Tender Fee (PSUs and SSI Units registered with NSIC are exempted from paying tender fees) in the form of a Demand Draft/Banker's Cheque/ Cashier's Cheque in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE ,SARASWATI NAGAR, BASNI, JODHPUR -342005, RAJASTHAN (INDIA) between **06.01.2017** and **07.02.2017** i.e. one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website www.oil-india.com.
- 4.0 OIL reserves the right to refuse issue of User Id & Pass Word to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

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

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

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

A. BIDDING DOCUMENT / TENDER DOCUMENT

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

(a) A forwarding letter highlighting the following points:

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

- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Terms & Conditions (Section –III)
- (e) Special Conditions of Contract (Section-IV)
- (f) Bid Form & Price Schedule Details (Section-V)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VI)
- (h) Sample Form of Agreement (Section-VII)
- (i) The Bid Security Form (Section- VIII)
- (j) The Performance Security Form (Section- IX)
- (k) General HSE Points (Appendix-A)
- (l) Procedure for obtaining labour license (Appendix-B)

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

3.0 AMENDMENTS TO BIDDING DOCUMENT:

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

3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, shall be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend

the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

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

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

6.0 BID FORM:

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

7.0 BID PRICE:

- 7.1 Rates/Unit Prices must be quoted in Indian Rupees only in words as well as in figures.
- 7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 7.3 All duties and taxes including Corporate income taxes, Service Tax and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only the R & D Cess, applicable if any against this contract will be borne and paid for by OIL.

8.0 CURRENCIES OF BID AND PAYMENT:

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

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

10.0 BID SECURITY:

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" **must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected.** Tender Number and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VIII for the format) and valid for **60 days beyond the validity of the Bid.** The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
 - b) A Cashier's/ Bankers Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,

- ii) To furnish Performance Security.

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

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

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

C. SUBMISSION OF BIDS:

13.0 ONLINE SUBMISSION:

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 13.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid Format(Proforma-II,Section-VII) only. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.

13.5 The Tender is invited under SINGLE STAGE COMPOSITE -BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE ” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.

13.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User - > Technical Bid Tab Page only. Please go through the help document provided in OIL’s e-Portal in details before uploading the document.

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

13.7 Rates/Prices must be quoted/maintained in the “online price Bid Format” only. OIL will consider the rates/prices quoted in the “online price Bid Format” only.

13.8 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A-District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Power of attorney for signing the bid document.
- (iii) Other documents required to be submitted in original as per tender requirement, if any.

14.0 DEADLINE FOR SUBMISSION OF BIDS :

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

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

15.0 EXTENSION OF BID SUBMISSION DATE/TIME:

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

15.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves

the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

16.0 FORMAT OF BID SUBMISSION:

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

17.0 LATE BIDS:

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS :

- 18.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 18.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.
- 18.3 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

19.0 BID OPENING AND EVALUATION

- 19.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 19.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

- 19.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 19.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 19.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 19.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 19.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 20.0 EVALUATION AND COMPARISON OF BIDS :
- The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Proforma-II, Section- VI) of the tender document to establish inter-se-ranking of bidders.
- 21.0 CONTACTING THE COMPANY :
- 21.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

D. AWARD OF CONTRACT

22.0 AWARD CRITERIA:

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

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

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

24.0 NOTIFICATION OF AWARD:

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

25.0 PERFORMANCE SECURITY:

- 25.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of annualized contract value) specified in the Forwarding Letter in the form of D/draft or Bank Gurantee as per the performance Security Form as provided in the Bidding Document (Ref. Section – VII) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank which is not a Scheduled Bank in India, provided the Bank Gurantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

- 25.2 The performance security specified above must be valid for six(06) months beyond the expiry date of the contract covering the warranty/defect liability period of 03(three) months & time period required to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10 % of the contract value for the extended period and also to extend the validity of the performance security accordingly.

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

INVOCATION OF PERFORMANCE BANK GUARANTEE

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

26.0 SIGNING OF CONTRACT:

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

(END OF SECTION – II)

SECTION – III

GENERAL TERMS AND CONDITIONS

MEMORANDUM OF AGREEMENT made this day of 2017 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-II
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) “Commencement date” means the date on which the Contractor’s personnel starts the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

WITNESSETH :

- 1.0 (a) The Contractor hereby agrees to carry out the work as per Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 Location of works: Hamira Stores Thyhat, District Jaisalmer and other field location at RP.
- 3.0 The Service Provider shall provide the services as detailed in Section-IV thereof and everything as necessary for the day-to-day running and maintaining the services in an Efficient and adequate manner including all labour, supervision, accommodation for staff, Office etc. The Service Provider shall be responsible for all taxes including service tax, fees, insurance, capital Investment, operating expenses etc. and his rates are inclusive of all such and similar Charges and outgoings. The Service Provider's rates shall also be inclusive of all Incidental and expenses which, although not specifically mentioned in this Service Agreement, are necessary for the performance of the service in a satisfactory manner and up to the desired standard.
- 4.0 The Service Provider under this Agreement shall be for the district of Jaisalmer. The services may, however, be extended for any other surrounding areas of company's activities as determined by the company for which the Service Provider shall not have any objection.
- 5.0 The service shall be to the satisfaction of Company's Officer who shall have powers, amongst other, to-
 - (a) Order the Service Provider to remove immediately any cause of unsatisfactory performance of the service.
 - (b) Order the Service Provider to replace, any person/ driver/ helper/ mechanic /supervisor engaged for the running of vehicle or for general management of the service, if and When such person is found unsuitable for the purpose of rendering efficient service to the Company.
 - (c) Order the Service Provider from time to time such further instructions as shall be Necessary for the purpose of proper and adequate rendering of the service and for Keeping such records as are deemed necessary to the Company. Non compliance of the instructions will make the service provider liable for penalty as determined by the Company.
- 6.0 The service Provider shall commence the supply of regular and continuous service at all Places as per this agreement on and with effect from..... Failure to commence the services will attract liquidated damages as set out below.
- 7.0 The Service provider shall supply and maintain the services in normal service EVERY DAY through the day and night under their own supervision and control. In case of failure

to keep the services in normal service and any night, the Service Provider shall be liable to pay to the Company a liquidated damage/penalty as per para 3.1 above (Section-I).

- 8.0 In case of failure on the part of the service provider to render the service in time, the Company reserves the right to obtain the service from any other agency at his risk and Cost. This payment may be reduced or waived at sole discretion of the Company.
- 9.0 In the event of the service provider failure to commence within stipulated period Or to render proper services as per terms and conditions of this Agreement (including the Extended period, if any), the company reserves the right to Terminate wholly or partially this Agreement with 7 (seven) days notice in writing and on The expiry of this notice period, this Service Agreement shall stand terminated and the Service Provider shall not be entitle to any damage or compensation on account of such Termination or otherwise from any cause arising whatsoever.
- 10.0 The Company shall make payment, subject to adjustment / deduction as necessary for the Services rendered in each calendar month before the expiry of the subsequent calendar Month on the basis of accepted rates, calculations as mentioned in Section-VI of this Service Agreement, provided bills (which are to be submitted by the Service Provider once a Month) are received not later than the 15th day of subsequent calendar month.
- 11.0 The Service Provider hereby undertakes to fully indemnify the company against any and All claims which may arise under the Mines Act, payment of Bonus Act, Workmen's Compensation Act, payment of Wages Act, Minimum Wage Act, and / or any other Act or statutes having bearing over the service and / or engagement or workmen directly or indirectly by the service provider for performance or service hereunder agreed upon.
- 12.0 The term of this Service Agreement shall be for a period of FOUR(04) years which later date this agreement shall stand terminated without requiring any Notice from either party to the other, excepting, however, that the company reserves the right to extend this Agreement for further period not exceeding 1 (one) year at the same rates, terms & conditions at OIL's option and the Service Provider shall be bound to accept the extension as advised. Any further extension of contract will be agreed only after rates, terms and conditions are mutually agreed upon by the Company and the service provider.
- 13.0 If the agreement is extended as aforesaid, neither party shall have right to demand any Change whatsoever in the rates, terms and conditions herein recited and the Agreement Shall be deemed to have been extended into as it was operative immediately before such Extension.
- 14.0 In case of any doubt or dispute arising under this Agreement the decision of the Company's Officer shall be final and binding on the Service Provider.
- 15.0 The Service Provider employing 20 (twenty) or more number of labours on any day of The proceeding 12 months shall be required to obtain requisite licence at his cost from the Appropriate Licencing Officer before undertaking any agreed work. The Service Provider shall also observe all rules and regulations in this regard.
- 16.0 Wages shall be paid by the service Provider to the workmen directly without the Intervention of any Jamadars or thekadars and that the Service Provider shall ensure that No amount by way of commission or otherwise is deducted or recovered by the jamadars From the wages of the workmen.

17.0 The Service Provider will not be allowed to construct any structure for storage/housing purpose with thatch, bamboo, or any other materials within industrial or other fenced area of the company.

18.0 **MOBILISATION:** 15 days from the issue of Letter of Award(LOA).

19.0 The Service Provider agrees to absorb all cost escalations either statutory or otherwise or Both, for any category of workmen deployed by the service Provider during the currency of this agreement or any extension(s) thereof.

20.0 **The service Provider agreed to provide related transport, accommodation, medical Facilities, protective clothing including safety shoes, handgloves, masks etc. to their workmen at their cost at any locations of work.**

21.0 **LIQUIDATED DAMAGES & PENALTY:**

21.1 The Service provider shall supply and maintain the services in normal service EVERY DAY through the day and night under their own supervision and control. In case of Failure to keep the services in normal service on any day and night, the Service Provider shall be liable to pay to the Company a liquidated damage/penalty as per following occurrence of default:-

- a) Non-availability of representative any day Rs. 150/- per day.
- b) Not undertaking any job within required time Rs. 300/- per day
- c) If the Service Provider fails to undertake the jobs on any day, the cost of expenditure incurred by the Company by making its own arrangement, the same shall be recovered with 25% overheads over the cost and subject to a minimum of Rs. 250/- per occurrence of default. The cost of such expenditures will also include charges of demurrage, standby charge to carriers etc. if any.

22.0 **FORCE MAJEURE:**

22.1 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.

22.2 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.

22.3 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.

23.0 TERMINATION:

23.1 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).

23.2 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.

23.3 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.

23.4 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.

23.5 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.

24.0 CONSEQUENCES OF TERMINATION:

24.1 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.

24.2 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.

24.3 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.

- 24.4 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.
- 25.0 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.
- 26.0 **BILLING & PAYMENT:** The Company shall make monthly payment, subject to adjustment/deduction as necessary, for the service rendered in each calendar month and will endeavour to pay before the expiry of 30 (thirty) days from the date of submission of complete monthly statement-cum-bill on the basis of accepted rates /calculations as mentioned in the Agreement provided bills without any discrepancy (which are to be submitted by the Contractor once a month) are received not later than the 4th day of subsequent calendar month.
- 27.0 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Service Provider is required to give to his/her personnel as per the existing labour Laws/Acts.
- 28.0 **DURATION OF THE AGREEMENT:** The contract shall become effective within 15 days from the date of notification of Letter of Awards (LOA) that it has been awarded the contract and it shall remain valid for a period of four(04) years from the date of LOA or the date specified by the Company.
- 29.0 **Work Completion Time :** The Contractor must commence the work within the date mentioned in the LOA and the work should be completed within four(04) years from the date . Non compliance of this time schedule will call for imposition of Liquidated Damages.
- 30.0 **ADDRESS FOR CORRESPONDENCE:**

Any notice required to be given under this Agreement including all correspondence shall be addressed to the respective parties at their given address. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address.

COMPANY

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

CONTRACTOR

31.0 **APPLICABLE LAWS** :The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act :

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1983.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f)The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The Rajasthan Tax Act
- l) Service Tax Act.
- m) Customs & Excise Act & Rules
- n) Rajasthan Entry Tax Act
- o)Value Added Tax
- p)Environment Protection Act
- q)Public Liability Act.

or any other Acts or statutes not herein above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the contract labourer appointed by the Contractor. Such statutory increase in the wage rates of contract labourer shall be bone by the Contractor.

32.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.

33.0 **ARBITRATION:**

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

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

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 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)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

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

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

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

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

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

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

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

33.2 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 33.1 & 33.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

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

35.0 ASSIGNMENT: The 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 Transport Suppliers, if acceptable to the Company.

36.0 The 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 crane shall be treated as shut down, in which case the liquidated damages shall be deducted from transport supplier.

37.0 TAX LIABILITIES

37.1 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.

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

- 37.3 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.
- 37.4 **Service tax:** Service Tax as applicable shall be included in the quoted rates & payable by the contractor.

38.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

39.0 CHANGES:

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

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

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

company is in no way duty bound in allowing such a request nor does it hold any responsibility for any time loss on such account.

41.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

44.0 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.

45.0 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.

46.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.

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

48.0 **SET OFF CLAUSE :**

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

(END OF SECTION – III)

SECTION – IV

SPECIAL TERMS & CONDITIONS

1. The material handling charges as set out in Proforma-II of this Agreement shall apply for the schedule of work indicated therein and the payment will be made only on the actual work performed.
2. The Agreement will remain valid for a period of 4(four) years .
3. The Service Provider will provide all the required personnel including supervisory staff and the vehicles/tools to execute the various jobs in a most efficient and workman like manner.
4. The Service Provider will arrange at his own cost necessary permission from appropriate authority for compliance with any labour law, or any other regulations applicable to his personnel/vehicles as applicable in connection with the execution of the job.
5. The Service Provider will supply sufficient number of transport/tools/equipment etc. such as Tagari, spade, hand gloves (rubber and leather), protective clothing including safety shoes, gas masks, PVC apron and other safety appliances as required for performing the specific job and such transport/tools/equipment etc. will be provided to all service personnel by the Service Provider properly, so as to execute the work in a most efficient and workman like manner without any extra cost to the Company.
6. The Service Provider shall have his office at Thaiyat Hamira (Jaisalmer) for round the clock service and his authorized representative will have to report to OIL's representative at Hamira twice every day for obtaining necessary instructions for the work. Although every effort will be made to give enough notice, the Service Provider should be prepared to undertake any work at a very short notice, the Service Provider should be prepared to undertake any work at a very short notice (say an Hour) at any time of the day or night. Service Provider's representative should be available at any time of the day or night for conveying such emergency instruction.
7. The Service Provider shall indemnify the Company against all claims which may arise due to any Act having bearing over engagement of workers or transport directly or indirectly for execution of works. The Service Provider shall not make the Company liable to reimburse the Service Provider for the statutory increase in the wages of the labour appointed by the Service Provider or increase if any other charges.
8. The Service Provider shall complete the work within the time specified by the Company failing which the Company shall have the right to get the work done by any other means and the excess expenditure incurred by the Company shall be recovered fully from the Service Provider.
9. All rail wagons/trucks/trailor must be offloaded within a period of 5(five) hour from the time of placement of the same failing which demurrage accrues. Such demurrage, if it accrues due to failure on the part of the Service Provider, the same will be recoverable from the Service Provider.
10. Company' interpretation/decision in case of any dispute shall be binding and final.
11. Any loss/damage of materials during handling in Godown/Yard or in transit from Railway Station to Godown/Yard or from one Godown/Yard to another Godown/Yard

shall be recovered fully from the Service Provider at the total cost price including all incidental charges.

12. Company shall not be liable for any accident to any of the labour/supervisors. Likewise, Company shall not also be liable for any damages that Service Provider's or any third party's machinery or equipment in carrying out the operations.
13. The Service Provider shall have not claim against the company, in respect of any work which may be withdrawn at any stage of execution and the Service Provider shall be paid only for the portion of work actually completed.
14. The Service Provider shall ensure observation of working hours and provision for days of rest to the workers and other requirement under the existing labour laws.
15. The Service Provider shall remove and replace any labour engaged by him, whom in the opinion of the authorised officer, is medically unfit. The decision of the authorised officer in this respect shall be binding on the Service Provider.
16. The Service Provider and his staff shall abide by the Company with all the rules and regulations of the Company, State government and Govt. of India with regard to safety, security, discipline, health, sanitation etc.
17. The Service Provider shall provide necessary insurance coverage for his labours which will hold the company harmless for any action from Service Provider's labour in case of any accident, mishap etc.
18. If any labour engaged by the Service Provider is found guilty of misconduct or misbehavior, he shall be replaced by the Service Provider on the same day. The opinion of the authorised officer of the Company in this respect shall be final and binding on the Service Provider.
19. The Service Provider will abide by the labour laws and other provisions connected with Central and State government. This interalia will include mines act, payment of wages act, minimum wages act, etc. He will register himself with appropriate authority before entering in to the agreement and should submit all the documents to the concerned authority as required by the relevant authorities.
20. The Service Provider shall not be entitled to transfer or assign his interest under this Agreement to a third party.
21. In case the Service Provider abandons the agreement, then the Company shall have the right to get it executed through any other agency at risk and cost of the Service Provider. The difference in cost so incurred, if any, shall be recovered by the Company from the dues, if any, of the Service Provider or from his Security Deposit with the Company.
22. The Tendered all inclusive price of the work as per agreement value is INR.....(Rupees....only) but the Company shall pay the Service Provider on monthly basis only for actual work done at all inclusive rates set down in the schedule of work.

(END OF SECTION – IV)

SECTION-V
BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

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

Gentlemen,

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

We undertake, if our Bid is accepted, to mobilize helpers for material handling within fifteen(15) days from the date of notice for mobilization from Company on as and when required (call out) basis.

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

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

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

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

Dated this Day of 2017.

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

(B) PRICE SCHEDULE DETAILS :

Bidders must quote their rates strictly as per format provided in Section – VII vide PROFORMA-II.

(END OF SECTION – V)

SECTION - VI

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

1.1 BID REJECTION CRITERIA (BRC):

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

1.2 TECHNICAL:

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

1.2.2 The Bidder should have experience and expertise in material handling services. During last seven years calculated up to the scheduled bid closing date, the bidder must have experience of successfully completing at least one similar work costing not less than INR 5.74 Lacs.

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

2.0 Note: Similar nature of works means providing material handling services with manpower.

3.0 FINANCIAL:

3.1 The Annual Turnover of the bidder during any of the preceding three(3) financial / accounting years from the original bid closing date should be at least **INR 3.44 Lacs.**

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

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

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

OR

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

3.3 Conditional offers will be rejected.

4.0 Bid will be rejected if not accompanied with adequate documentary proof in support of experience and turnover as mentioned in Para 1.2.1 , 1.2.2,1.2.3,3.1 &3.2.

Note -1:

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

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

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

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

4.1 The bidder must confirm to mobilize within 15(fifteen) days of issue of LOA .

4.2 The bidder must submit documentary evidences of Service Tax Registration with appropriate govt. authority and same for the PAN & PF Code Number issued by the appropriate Govt. authority.

5.0 COMMERCIAL:

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

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

5.3 Bids received through OIL’s e-Tender Portal will only be considered.

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

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

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

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

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

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

5.10 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Applicable Law Clause
- Liquidated damages and Penalty clause

6.0 GENERAL:

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

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

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

7.0 BID EVALUATION CRITERIA (BEC):

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

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

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

PROFORMA-I

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.

PRICE SCHEDULE FORMAT

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

Sl. no.	Details of work	Unit	Qty.	Rate / unit (Rs.)	Total Amount (Rs.)
1(a)	Sweeping, packing, weighing (in the godown) and stitching the bags of powdered materials like Barytes, Bentonite, Chemicals, Cement etc., in OIL's godown including rebagging of contents from old / torn bags, stacking the bags properly after rebagging as directed including removal of old bags (empty bags shall be supplied by OIL). Jute, thread etc. for stitching are to be arranged by the service provider at his cost.	MT	1500		
1(b)	Extra for screening, if required for the above material.	MT	150		
2(a)	Handling of bagged item weighing up to 50 Kg full drums and any other material weighing upto 250 Kg from existing stack, carrying manually to a place not exceeding 50 meters and properly stacking there as directed, to a height not exceeding 3 meters.	MT	1500		
2(b)	Extra for item 2(a) above, for each additional 'LEAD' of 50 mtrs in excess of initial 50 mtrs.	MT	150		
3	Unloading of bagged item (50 Kg each) packages and full drums (weighing not more than 250 Kg each) from trucks, carrying it to a Distance not exceeding 100 meters and stacking properly as directed.	MT	6000		
4	Loading of bagged items, full drum (weighing not more than 250 Kg each) boxes / crates or any other materials (weight not exceeding 250 Kgs) each into trucks from a stack at a distance not exceeding 50 meters.	MT	6000		
5(a)	Daily maintenance (watering, cleaning, sweeping, plantation, manure spraying pruning etc.) and other miscellaneous jobs (mandays 08 hrs each)	MD	4000		
5(b)	Extra charge for each additional hour in excess for 08 hrs upto a maximum of 03 hrs only.	HR	400		

6	Unloading of tubulars (maximum dia of 4 ½” and weight 250 Kg per joint) from trailer / truck from ground / tubular rack of a distance not exceeding 30 mtrs.	MT	450		
7(a)	Loading of tubulars (maximum dia of 4 ½” and weight 250 Kg per joint) from trailer / truck from ground / tubular rack of a distance not exceeding 30 mtrs.	MT	450		
7(b)	Extra for item 7(a) above for each additional ‘LEAD’ of 50 mtrs and in excess of initial 30 mtrs.	MT	45		

Note:

- 1) Quantities mentioned against each of the above items are tentative only. Payment will be made on actual utilization of the service rendered by the Service Provider for which the Service Provider shall not have any objection.
- 2) The above rates are inclusive of all Taxes, Fees, Insurance, Capital Investment, Operating Expenses etc. including Service Tax. The service Provider’s rates shall also be inclusive of all incidental and expenses which, although not specifically mentioned in this service agreement, are necessary for the performance of the service in a satisfactory manner and upto the desired standard. **However, the Bidders must categorically indicate in their offer the quantum of service tax or any other taxes/duties, if any, included against each item of services/works.**
- 3) The Bid in which the rates for any part of above work is not quoted shall be rejected. However, if no charge is involved for any of the work, “NIL” should be mentioned against such part of the work/service.
- 4) Evaluation of the offer would be on the basis of overall ranking.
- 5) Bidders should note that payment against the proposed contract under this tender will be made by e-payment(s) mode only. Therefore, the bidders must furnish the followings along with their bids:
 - a) Beneficiaries Name
 - b) Bank Account Title
 - c) Bank Account Number
 - d) Bank Name
 - e) Bank Branch
 - f) Bank Branch Code
 - g) IFSC Code
 - h) MICR Code
 - i) Bank Address
 - j) Copy of PAN Card
 - k) Cancelled Cheque
 - l) Copy of the latest Bank Statement

In case any bidder does not furnish any of the above information or furnish incomplete information, payment may be delayed for which the company will not be liable.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

(END OF SECTION - VI)

SECTION-VII

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 2017... between (name of Company) of (Mailing address of Company), hereinafter called “the Company”, of the one part and (Name of Contractor) (hereinafter called “the Contractor”) of the other part.

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

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

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

SIGNED, SEALED AND DELIVERED

By the said
Name _____

By the said
Name _____

On behalf of the Contractor
in the presence of:
Name _____
Address _____

On behalf of the Contractor
in the presence of:
Name _____
Address _____

* Bidders are NOT required to complete this form.

(END OF SECTION - VII)

SECTION - VIII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)against Tender No.....for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 2017 .

THE CONDITIONS of this obligation are:

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

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

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

This guarantee will remain in force up to and including the date, 180 days after the closing date for submission of bids as stated in the tender document or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

DATE: SIGNATURE OF THE BANK OFFICIAL:

WITNESS: SEAL:

(Signature, Name and Designation)

-
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

(END OF SECTION - VIII)

SECTION - IX

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

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

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

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

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

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

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

AUTHORISED SIGNATORY OF THE BANK :

Name of Bank Official :

Designation

Address :

Date :

BANK’S SEAL

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

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

(END OF SECTION -IX)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

GENERAL HSE POINTS

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

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

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

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

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

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

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

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