



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

Rajasthan Project

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

Date: 21.11.2017

FORWARDING LETTER

Subject: Hiring of skilled/unskilled manpower for day to day Technical/ Administrative services for project offices/fields/TVC at Oil India Limited, Rajasthan Project, Jodhpur for a period of 4(four) years.

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

- i) OIL's Tender No. : CJI6460P18 dated 21.11.2017
- ii) Tender Fee : Rs 1000.00
- iii) Type of Bid : **Single Stage Two Bid System**
- iv) Bid Closing Date & Time : 28.12.2017, 11:00 hrs (IST) on
- v) Bid Opening (Technical) Date : 28.12.2017, 15:00 hrs (IST) on
- vi) Bid Opening Place : Office of the D Manager (M&C)
- vii) Amount of Bid Security : INR 1.25 Lakhs.
- viii) Amount of Performance Security: 7.5 % of the annualized contract value.
- ix) Mobilization Time : Within fifteen (15) days from the date of issue of Work Order.
- x) Liquidated Damage for timely Mobilization : Liquidated damages shall be applicable for default in timely Mobilization / Project Completion @ 0.5% of the total estimated agreement value for delay in mobilization /project completion per week or part thereof subject to maximum of 7.5%.
- xi) Duration of Contract : 04(Four)years.
- xii) Location of work : JODHPUR, JAISALMER AND BIKANER.
- xiv) Integrity Pact : **Integrity Pact(Section-X) has to be signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal. Any bid not accompanied by Integrity Pact Proforma duly signed(digitally) by the bidder shall be rejected straightway.**

- 2.0 Please do refer to the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 3.0 PURCHASE PREFERENCE: Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 4.0 PRICE PREFERENCE: Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender.
- 5.0 **Goods and Services Tax (GST):** The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Please refer to Annexure – GST and take note of the content before submitting your offer
- 6.0 Purchase Preference (Linked to Local Content) if allowed, shall be applicable against this tender. Please refer to Annexure-PP-LC.

NOTE:

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

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

Yours faithfully,
OIL INDIA LIMITED

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

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from Indigenous Service Providers / Contractors for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI6460P18 dated 21.11.2017 .
- 1.2 Bid Closing Date : 28.12.2017
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : INR 1000.00/-
- 1.4 Bid Security : INR 1.25 Lakhs
- 2.0 **Description of Services:** Hiring of skilled/unskilled manpower for day to day Technical/Administrative services for project offices/fields/TVC at Oil India Limited, Rajasthan Project, Jodhpur.
- 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) along with the non-refundable Tender Fee through ONLINE IN E-PORTAL (PSUs and SSI Units registered with NSIC/DIC/MSME are exempted from paying tender fees) between 24.11.2017 and 20.12.2017 i.e. one week prior to the scheduled bid closing date using their existing UserID and password. Bidders who are not registered with OIL may register online through “Supplier Enlistment for E-Tender” link on OIL’s e-tender 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 & Password to such parties even on successful registration process, 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 Civil Engineering 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 guarantee.
- (vi) Quantum of liquidated damages for default in timely mobilization.

- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Scope of work/Terms of reference(Section-IV)
- (f) Special Conditions of Contract (Section - V)
- (g) Bid form & Price Schedule details (Section - VI)
- (h) The Bid Security Form (Section - VII)
- (i) The Performance Security Form (Section - VIII)
- (j) The Contract Form of Agreement (Section - IX)
- (k) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - X)
- (l) Integrity Pact Document (Section-XI)
- (m) General HSE Points (Appendix-A)
- (n) Procedure for obtaining labour license-(Appendix-B)
- (o) Annexure GST
- (p) Annexure PP-LC

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

3.0 AMENDMENTS TO BIDDING DOCUMENT:

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

The bidder should submit their offer under single stage 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 – IX.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – IX.
- (v) Bid Form & Price Schedule Details as per Section – V and **Proforma – II** of Section IX.
- (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 Section – V & Proforma-II in Section – IX respectively.

7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per format (PROFORMA-II of Section-IX) available in OIL's E-Portal.
- 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 applicable duties and taxes including Corporate income taxes 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. **However, Goods & Services Tax(GST) shall be extra on Company's account.**

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 & QUALIFICATIONS

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

10.0 BID SECURITY:

10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Dy. General Manager (M & C), Oil India Limited, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342 005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number and the Description 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 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 form of a Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VII for the format) and valid for **90 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.

Bidders may make ONLINE payment of bid security amount through OIL's Payment gate way.

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 finalisation 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.
- iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

NOTE: Public Sector Undertakings and Small Scale Units registered with NSIC/MSME/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:

12.0 ONLINE SUBMISSION:

- 12.1 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 Dy. General Manager (M&C), Oil India Limited, 2-A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur – 342 005, Rajasthan, India in presence of authorized representative of the bidder.
- 12.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. 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. No rate/price should be entered in Technical Bid, otherwise the offer will be rejected.
- 12.3 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.
- 12.4 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.

12.5 The Tender is invited under SINGLE STAGE TWO-BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the Technical RfX Response-> User -> Technical Bid only. The “TECHNICAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical Rfx Response Tab.

12.6 **Please note that no price details should be uploaded in Technical Rfx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.**

Please note that no price details should be uploaded in Technical RfX Response, otherwise the offer will be rejected.

Display RfX Response:

Buttons: Edit | Print Preview | Refresh | Technical RfX Response | Close | Withdraw | Verify

RFx Response Number: 60006452 | RFx Number: TEST2 | Status: Submitted
RFx Owner: WIPRO_TEST1 | Total Value: 0.00 INR | RFx Response Version: 1.0

Tabs: RFx Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 | 90% against despatch+10% after receipt

Created By: [Name] | Last Processed By: [Name] | Last Processed Date: [Date]

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
The table does not contain any data			

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Technical Un-Priced Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning ▲ | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on "EDIT" Mode

Area for uploading Technical Unpriced Bid*

Area for uploading Priced Bid**

Note :

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

** The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

SINGLE STAGE TWO BID SYSTEM shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

12.7 In Technical Bid Opening, only the **Technical RFX Response** will be opened. **Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.**

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

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

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

Very Important

- 12.8 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. A scanned copy of Bid Security as mentioned in Clause 10.0 should be submitted with the Techno-commercial Bid in c-folder.
- 13.0 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.
- 14.0 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexures 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 Dy. General Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005 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.

15.0 The Integrity Pact:

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

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

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

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

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

15.0 DEADLINE FOR SUBMISSION OF BIDS:

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

16.0 EXTENSION OF BID SUBMISSION DATE/TIME:

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

17.0 FORMAT OF BID SUBMISSION:

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

18.0 LATE BIDS:

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder, after submission of bid, may modify/ withdraw its bid any time before the scheduled bid closing date & time. Company will however not be responsible for any failure to upload & submit their bid due to last minute rush.

- 19.2 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

20.0 BID OPENING AND EVALUATION

Two bid system is being followed against this tender. Technical bids shall be opened on the stipulated date and time mentioned in the tender. Bidders whose offers are found to be techno-commercially acceptable as per tender terms and conditions shall be invited for price bid opening at a future date.

- 20.1 Company will open the Bids, including submission(s) made pursuant to para 19.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 20.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 19.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 20.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 20.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 20.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 20.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.

- 20.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 20.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 20.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 21.0 EVALUATION AND COMPARISON OF BIDS:
- The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Section- IX) of the tender document to establish inter-se-ranking of bidders.
- 22.0 CONTACTING THE COMPANY:
- 22.1 Except as otherwise provided in para 16.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 22.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

D. AWARD OF CONTRACT

23.0 AWARD CRITERIA:

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

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

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

25.0 NOTIFICATION OF AWARD:

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

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

25.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 26.0 herein below, the Company will promptly discharge the Bid Securities of all unsuccessful Bidders, pursuant to Clause 10.0 hereinabove.

26.0 PERFORMANCE SECURITY & RETENTION MONEY:

26.1 Within 30(thirty) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (7.5% of total evaluated contract cost) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Ref. Section – VII) from

i) Any Nationalised / Scheduled Bank in India OR

ii) Any Indian branch of a Foreign Bank OR

iii) Any reputed foreign Bank having correspondent Bank 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.

26.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30(thirty) 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 7.5% of the contract value for the extended period and also to extend the validity of the performance security accordingly.

26.3 Failure of the successful bidder to comply with the requirements of para 26.1 or 26.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

26.4 INVOCATION OF PERFORMANCE BANK GUARANTEE

In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

26.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

27.0 SIGNING OF CONTRACT:

- 27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.
- 27.2 Within 15(fifteen) 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 CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this day of 2016 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 start the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

WITNESSETH:

- 1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work of this Agreement in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions which forms of this of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-IV of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The services shall be to the satisfaction of the Company’s Officer who shall have powers, amongst other, to:
 - a) Advise the Contractor to remove immediately and cause of unsatisfactory performance of the service.
 - b) Advise the Contractor to replace, any service personnel engaged for the general management of the service, if and when service personnel are found unsuitable for the purpose of rendering efficient service to the Company.
 - c) Advise the Contractor from time to time such as necessary for the purpose of proper and adequate rendering of the service and for keeping such records as are deemed necessary by the Company. Non compliance of the instructions will make the Contractor liable for Liquidated Damage/penalty as determined by the Company.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in **Proforma-II** of Section-IX, if so ordered by the Company at the same rates, terms and conditions.
- 5.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company’s Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

- 6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:
- i) The Mines Act
 - ii) The Minimum Wages Act
 - iii) The Workmen's Compensation Act.
 - iv) The Payment of Wages Act.
 - v) The Payment of Bonus Act, 1965
 - vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
 - vii) The Employees' Pension Scheme, 1995.
 - viii) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
 - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - x) The Rajasthan Tax Act
 - xi) The Goods & Services Tax Act.
 - xii) Environment Protection Act
 - xiii)) Public Liability Act.
 - xiv) Income tax act,
 - xv)) Insurance 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 borne by the Contractor.

- 7.0 The Contractor shall provide competent service personnel in all categories/types of services in most efficient and workman like manner under his supervision. In case of failure in the part of the Contractor to tender the service at any time, the Company reserves the right to obtain the services from any other agency at Contractor's risk and cost. The difference of higher costs, if any, will be recoverable from the Contractor's outstanding bills or his security deposit.
- 8.0 **Work Completion Time:** The Contractor must commence the work with effect **from 01.05.2018 and complete on 30.04. 2022.** Noncompliance of this time schedule will call for imposition of Liquidated Damages.

9.0 VALIDITY OF THE AGREEMENT:

The Agreement shall remain valid for a period of 04(four) years from the date of commencement of work as issued in work order or completion of works whichever is later.

10.0 SCHEDULE OF RATES :

Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Proforma-II hereof.

- 11.0 **Liquidated Damages :** Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent) , per week or part thereof, for

delay in contract mobilization /completion date subject to a maximum 7.1/2% (seven & half percent) of the total contract value will be deducted from the Contractor's bill.

- 12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 13.0 **Estimated Value of Agreement:** The total evaluated value of the Agreement (all inclusive) is estimated to be INR. (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms part-II of this Agreement.
- 14.0 **Payment Terms :** Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 15.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.
- 16.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 17.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 18.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89(b) of the Indian Oil Mines Regulations 1984. The Company's representative shall not allow/accept those who are not provided with the same.
- 19.0 **LIABILITY:**
- 19.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

19.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

20.0 FORCE MAJEURE:

20.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, 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.

20.2 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.

21.0 TERMINATION:

21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Article 20.0.

21.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

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

21.7 CONSEQUENCES OF TERMINATION:

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

- 21.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 21.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services, personnel charges and other charges as per the Contract up to the date of termination.
- 21.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials.

22.0 ARBITRATION:

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

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

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

2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 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 pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

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

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator 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.

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

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

The venue of all arbitrations under both 22.1 & 22.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

23.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or fenced area of the Company. Any other construction etc. will however be undertaken with written consent of the Company.

24.0 The nature of Company's operations envisages frequent shifting of sites/locations from place to place and the service personnel are required at/near the base sites of work in the areas of activities of THE COMPANY in Jaisalmer, Jodhpur and other operational areas of OIL in Rajasthan. THE CONTRACTOR shall provide the necessary transport to their service personnel to and from base site of THE COMPANY after their periodical off days.

25.0 THE CONTRACTOR must maintain an office at Jodhpur with telephone facility. The Contractor shall provide at his own cost competent resident representative/manager at the sites along with adequate number of assistant(s)/supervisor(s) at different location of the work where his personnel(s) are posted for efficient execution of this agreement.

26.0 THE CONTRACTOR shall mobilize his personnel as necessary at short notice to undertake the work at any time of the day or night. The Contractor's representative /manager(s) shall be available throughout the duration of agreement at the site for receiving and complying with any emergency.

- 27.0 The rates stipulated in Proforma-II of this document are all inclusive and the Contractor agrees to perform all incidental and contingent service in a sound and workmanship like manner within the said rates which although not specially mentioned in this agreement but are essential for rendering the service.
- 28.0 THE CONTRACTOR shall provide service on all seven days of the week without any interruption, as per requirement of the company.
- 29.0 THE CONTRACTOR is to abide by all safety regulations and fully indemnify the COMPANY against injury/loss of life to any of his personnel at any time during the execution of the Agreement. The COMPANY shall not be liable for any claim whatsoever on any account.
- 30.0 THE CONTRACTOR shall ensure that all service personnel engaged by him are provided with appropriate protective clothing and safety wears in accordance with Regulation of the Indian Oil Mines Regulation, 1984 or latest edition, if applicable. In case of noncompliance of the same by the Contractor, the Company reserves the right(a) not to allow such service personnel to work and or (b) to provide the necessary protective clothing and safety gears to the Contractor's service personnel if applicable and recover the cost of the same from the Contractor.
- 31.0 THE CONTRACTOR shall ensure careful handling of the Company's and third party/parties material/equipment and the Contractor shall be responsible for any loss/damage caused willfully to such material/equipment. The total cost of the item lost/damaged inclusive of incidental charges shall be recovered from the Contractor by the Company.
- 32.0 THE COMPANY may provide necessary transport for the movement of the Contractor's personnel from the location to the other arising out of work exigencies, the Company and third party engaged by the Company shall not be responsible for any injury/loss of life to any of the Contractor's personnel consequent on accident during such movement by the Company's or third party/parties transport from one location to the other.
- 33.0 All service personnel deployed by the Service deployed by the Contractor in various works in sensitive areas must have proper Identity Cards with photograph duly attested by the authorized representative of the Company.
- 34.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 36.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in **Appendix-B**.
- 37.0 **INSURANCE:** The Contractor shall arrange insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

38.0 TAX LIABILITIES

- 38.1 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.
- 38.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.
- 38.3 All applicable central Govt /State govt. taxes, local taxes, levies and duties etc. on purchases and sales made by contractor shall be borne by the contractor.
- 38.4 **Goods & Services Taxes(GST)**, if applicable shall be extra & to Company's account.

39.0 SET OFF CLAUSE:

- 39.1 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

SCOPE OF WORK / TERMS OF REFERENCE

1.0 Scope of Services and minimum Job Knowledge/Qualification/Experience:

Bidder have to supply maximum 18(Eighteen) nos. of work contract labours where 01(one) will be skilled and other 17(seventeen) will be unskilled.

Skilled Category

- a) To operate Company's EPABX System.
- b) Attending ongoing & incoming Calls.
- c) Regular cleaning/dusting of the EPABX system & accessories.
- d) Cleaning of Batteries, its terminals & topping up with distilled water as and when required.
- e) Any other job related to the above from time to time.
- f) Should be familiar with Hindi & English conversation with two-year experience.

Unskilled Category

- a) To collect & deliver incoming and outgoing mail and radio messages.
- b) To prepare & serve Tea/Coffee/eatables & serve water to the working group/visitors etc. as and when required.
- c) Handling/filing of official papers.
- d) Locking & Opening the office premises. Taking care of Company's property whenever required as and when advised.
- e) To assist overseer/civil engineer supervisor for misc. jobs including planting & watering of trees & look after plantation.
- f) To collect/wash/pack samples.
- g) To do stacking/storing of materials.
- h) To do cleaning/handling of Lab. Equipments.
- i) Mixing of Mud/Cement etc.
- j) Handling of rock samples.
- k) House keeping of the Mud Logging Units.
- l) To work as helpers in Company owned vehicles.
- m) To lift/lower tube well pumps.
- n) Loading/unloading of materials to/from vehicles.
- o) Issue material under supervision.
- p) To operate DG Sets checking/filling of Oil/Watering of engine & maintain register.
- q) To assist in filing/decanting water tanks.
- r) Keeping safety/security of Company properties.

- s) Maintaining of registers showing mileage of Company hired vehicles.
 - t) All other misc. jobs as and when advised.
-
- 2.0 The Company reserves the right to increase or decrease the number of service personnel under any or both the categories of services & the Contractor will be liable to arrange for such increase/decrease within 7 (seven) days of date of receipt of such advice from the Company. The payment will thus be increased or decreased on pro-rata basis keeping the rates, terms & conditions unchanged. Further, the Contractor will also be required to provide extra hourly services under any or both the categories beyond normal working hours as notified by the Company but without any extra handling/service charges.
 - 3.0 The Contractor or their authorized representative will meet DGM (Admin & ER) or his authorized representative daily for review of contractual performance & also to receive such instructions as may be required from time to time.
 - 4.0 The Contractor and their personnel shall abide by all the rules & regulations of the Company, State Government and Government of India with regard to safety, security, discipline, health & sanitation etc.
 - 5.0 The service personnel engaged by the Contractor must be healthy & medically fit to the satisfaction of the Company and they shall also be subject to medical examination as & when required by the Company.
 - 6.0 The Contractor shall provide necessary insurance coverage of their service personnel against all risks & claims, which will hold the Company harmless for any action from the Contractor's service personnel in case of any accident/mishap etc.
 - 7.0 The service personnel engaged by the Contractor, if found guilty of misconduct or misbehavior, shall be replaced by Contractor on the same day. The opinion of the authorized officer of the Company in this respect shall be final and shall be binding on the Contractor.
 - 8.0 The Contractor will abide by the Labour Laws and other applicable rules and regulations of Central and State Govt. in vogue with respect to the agreement. This inter-alia will include Mines Act, Payment of Wages Act, Minimum Wages Act, Contract labour (R&A) Act., The Rajasthan Shops & Establishment Act, 1958 as applicable.
 - 9.0 The Contractor shall not be entitled to transfer or assign their interest under this agreement to any other third party.
 - 10.0 It will be the responsibility of the Contractor to arrange transportation of his employees. In case, any time employee(s) of the Contractor is/are traveling in Company's vehicle due to availability of space and the vehicle meets with an accident, the Company shall have no responsibility or obligation in respect of any loss/injury sustained by such employee(s) of the Contractor due to the accident and any claims whatsoever arising therefrom.
 - 11.0 The Contractor shall ensure compliance of working hours and provision of rest days to the service personnel and other requirement under the existing laws.
 - 12.0 The Contractor shall have no claim against the Company, in respect of services which may be withdrawn at any stage and the Contractor shall be paid only for the duration of the services actually rendered by them and calculated strictly on the basis of rates agreed herein.

- 13.0 The Company also reserves the right to terminate the agreement due to the following failures on the part of Contractor.
- a) Poor monitoring & follow-up.
 - b) Failure to deploy competent service personnel in time.
 - c) Improper and untimely payment to the service personnel.
 - d) Poor dealing with their service personnel/employees.
- 14.0 The Contractor must make monthly payment to their service personnel on or before 7th of every month, which should be duly witnessed by authorized representative of Company, irrespective of whether payment of his bill has been made by Company or not.
- 15.0 The Contractor hereby undertakes to make necessary arrangements for conveyance of their personnel, so the requisite personnel can report at their normal place of deployment timely. Company will not make any such reimbursement during the currency of agreement, except for extraordinary situation.
- 16.0 All service personnel should have requisite qualification and/or experience as specified in the tender/agreement. In case, the Contractor is unable to provide suitable service personnel, who do not possess the requisite qualification/experience, the rate of payment for such service personnel will be made according to the rate applicable for next lower category or unskilled labourers as decided by the Company.
- 17.0 In case, any service personnel is required to go on DUTY outside the work sphere (except movement within the field/operation areas), then the Contractor will be reimbursed 2nd class Train/Bus fare on actual and they will be entitled for adhoc payment at the rate of Rs.60/- (Rupees Sixty only) per day or part thereof for all categories (to be computed up to 6 Hrs = ¼ day, more than 6 Hrs. up to 12 Hrs = ½ day, more than 12 Hrs. = Full day).
- 18.0 In case of absorption of any of the service personnel in Company's payroll or death of any such personnel or attaining the age of superannuation i.e. 60 years or becoming unfit to render satisfactory service due to medical reasons, the agreement will stand reduced to the remaining number of service personnel only and handling charges/service commission of Contractor will be reduced proportionately.

(END OF SECTION – IV)

SECTION-V

SPECIAL TERMS AND CONDITIONS

- 1) Bidder have to supply maximum 18(Eighteen) nos. of work contract labours where 01(one) will be skilled and other 17(seventeen) will be unskilled. The Company reserves the right to increase or decrease the number of service personnel under any or both the categories of services and the Contractor will be liable to arrange for such increase/decrease within 7 (seven) days of the receipt of such advice from the Company. The payment will thus be increased or decreased on pro-rata basis keeping the rates, terms & conditions unchanged. Further, the Contractor will also be required to provide extra hourly services under any or both the categories beyond normal working hours as notified by the Company but without any extra handling/service charges.
- 2) In case of absorption of any of the service personnel in Company's payroll, the agreement will stand reduced to the balance number of service personnel only.

(END OF SECTION V)

SECTION - VI

BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

Date :

Tender No. :

(Insert Bidder's name and address)

Gentlemen,

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

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

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 2.5% of the estimated contract value for the due performance of the Contract.

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

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

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

Dated this Day of 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 – IX vide PROFORMA-II.

(END OF SECTION – VI)

SECTION – VII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 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, 210 days after the closing date for submission of bids as stated in the tender document.

DATE: SIGNATURE OF THE BANK:

WITNESS: SEAL:

(Signature, Name and Address)

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

(END OF SECTION - VII)

SECTION - VIII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

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

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

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

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

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

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

SIGNATURE & SEAL OF THE CONTRACTOR :.....
Name of Bank :.....
Address :.....
Date :.....

* 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-VIII)

SECTION-IX

SAMPLE FORM OF AGREEMENT

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

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

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

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

SIGNED, SEALED AND DELIVERED

By the said
Name _____

On behalf of the Contractor
in the presence of:

Name _____
Address _____

By the said
Name _____

On behalf of the Contractor
in the presence of:

Name _____
Address _____

* Bidders are NOT required to complete this form.

(END OF SECTION - IX)

SECTION - X

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

A. BID REJECTION CRITERIA

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 technical specifications/Scope of work/Terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL

1.1 Any offer which does not include all the jobs/services mentioned in the Scope of Work will be considered as incomplete and rejected.

1.2 The Bidder should have registered labour supply contractors having experience with GOVT/PSU/PRIVATE for supply of hiring of skilled/unskilled manpower for day to day services Technical/Administrative Services. The bidder must have successfully carried out at least one similar job contract of about INR 62.50 Lakhs during last seven years calculated up to the scheduled(original) bid closing date.

Note: The party should furnish necessary documents in the form of experience certificate from the organization as mentioned above or a copy of contract/work order and completion certificate/payment certificate issued by the client against the said contract, failing which the offer will be rejected.

1.3 Bidder/Agency must have a base office at Jodhpur.

1.4 The Bidder should not be blacklisted by any Ministry/Department of the Government of India or any PSU or any other organization during last 5(five) years. Bidder to submit a self-certified undertaking in original in their letterhead.

2.0 FINANCIAL

2.1 The bidder must have a minimum average annual turnover of INR 37.50 Lakhs during any of the preceding three financial years.

2.2 The bidders' s net worth should be positive for the preceding financial years.

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

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

OR

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

Note: Considering the time required for preparation of financial statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the financial statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net Worth of the previous year financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / Undertaking certifying that “the balance sheet / financial statements for the financial 2016-17 has actually not been audited so far”.

2.3 Conditional offers will be rejected.

3.0 **COMMERCIAL:**

- 3.1 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. 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. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 3.2 Prices/Rates should be quoted in Indian Rupees and must be maintained in the “online price schedule” only. The rates quoted in the “online price schedule” will only be considered.
- 3.3 Price Bid Format in the form of MS-Excel sheet has also been uploaded in e-Tender. In case of disagreement in the quoted rate between “On line” and “MS-Excel sheet”; rate quoted in the “online price schedule” shall prevail.
- 3.4 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 3.5 Bid Security in original must reach the office of Dy. General Manager (M & C), Oil India Limited, Rajasthan Project, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/MSME/Directorate of Industries in India are exempted from submission of bid security against this tender.
- 3.6 Bids uploaded in OIL’s e-Tender Portal will only be considered.
- 3.7 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT, otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, ‘NIL’ should be mentioned against such part of work.
- 3.8 Bids (Physical documents if required to be submitted) received by Company after the bid closing date and time will be rejected.
- 3.9 User ID and Password are not transferable. Offers made by bidders who have not been issued/ permitted to download the bid document by the Company will be rejected.
- 3.10 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person (s)

signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

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

- i. Firm price
- ii. EMD / Bid Security
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Tax liabilities Clause
- ix. Insurance Clause
- x. Liquidated Damages clause
- xi. Performance Bank Guarantee / Security deposit clause
- xii. Guarantee of material / work
- xiii. Arbitration / Resolution of Dispute clause
- xiv. Force Majeure clause
- xv. Applicable Laws clause
- xvi. Integrity Pact clause, if applicable
- xvii. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

3.13 **Integrity pact:** OIL shall be entering into an Integrity Pact with the bidder as per format enclosed annexure of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway. All pages of the Integrity Pact to be signed by the bidder's authorized signatory who sign the bid.

4.0 **GENERAL:**

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

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

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

B. BID EVALUATION CRITERIA (BEC):

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

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

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

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

PROFORMA-I

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

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 / SCHEDULE OF WORK

- 1.0 The Contractor will receive a fixed/flat monthly remuneration/handling charge/service commission towards full and proper performance of their contractual obligations. This handling charge/service commission will be paid by Company to the Contractor over and above the monthly payment of the service personnel, which will be as per Company rules and subject to revision from time to time.
- 2.0 The Contractors would be paid handling charges as under:

Sl. No.	Description of Service	Unit	Quantity	Rate per month (Rs)	Total Amount (Rs)
1	Handling/Service Charges for providing day-to-day Technical/Administrative Services at Jodhpur and other operational areas of OIL with approx. 18 (eighteen)) Skilled/Unskilled labours on 8 (eight) hrs duty per day for a period of Four(4) years.	Lump sum per month	48 months		

NOTES:

- The above rate will remain unchanged for the entire agreement period including extension, if any. The total handling/service charges will be inclusive of all applicable state/central govt. taxes, duties and levies **but excluding Goods & services tax, which will be on OIL's account.**
- 3.0 The payment shall be made on actual and on prorata basis.
- 4.0 In addition to the Contractor's handling/Service Charges mentioned above, the Company will reimburse the following to the Contractor towards payment of wages etc. to the service personnel.
- a) Basic Pay + DA Fixed in line with the Wages (Basic + DA) being paid to the employees of the Company at minimum of pay scale of Grade-I employee for unskilled labours and Grade-V employees for skilled labours as applicable from time to time.
 - b) The above Wages comprising of Basic and DA will be reviewed as per Company Rules as and when the same is revised for employees of the Company. DA however will be reviewed every quarterly in line with Company's employees.
 - c) The Company will reimburse the following to the Contractor as per Memorandum of Settlement dated 17.08.2011 for necessary compliance:
 - i) P.F.: 12% of (Basic + DA)
 - ii) Medical Allowance: Rs. 200.00 per month
 - iii) House Rent Allowance: 20% of Basic pay
 - iv) Miscellaneous Allowances: 40% Basic Pay
 - v) Bonus @ 8.33% of (Basic + DA) subject to provision of "The Payment of Bonus Act. 1965" (as amended) and on completion of the financial year.
 - d) The Company will reimburse to the Contractor for any overtime work required to be done by labours as per rules. However, extra handling/service charges for overtime hours shall not be applicable for which the Contractor shall not have any objection.

4.1 The wages & other benefits currently payable to Skilled/un-skilled manpower are as under:

<u>S.No.</u>	<u>Description</u>	<u>UOM</u>	<u>CURRENT Rate (Rs)</u>
1	Basic Wages for Skilled Labour	MONTHLY	13500.00
2	D.A for Skilled Labour @ 71.5% of Basic	MONTHLY	9652.50
3	P.F. or Skilled Labour @ 13.61% of (Basic+DA)	MONTHLY	3151.06
4	H.R.A for Skilled Labour @ 20% of Basic	MONTHLY	2700.00
5	Misc. Allowances for Skilled Labour @ 40% of Basic	MONTHLY	5400.00
6	Medical Allowance	MONTHLY	200.00
7	Bonus for Skilled Labour	YEARLY	7000.00
8	Basic Wages for Un-Skilled Labour	MONTHLY	9300.00
9	D.A for Un-Skilled Labour @ 71.5% of Basic	MONTHLY	6649.50
10	P.F. or Un-Skilled Labour @ 13.61% of (Basic+DA)	MONTHLY	2170.73
11	H.R.A for Un-Skilled Labour @ 20% of Basic	MONTHLY	1860.00
12	Misc. Allowances for Un-Skilled Labour @ 40% of Basic	MONTHLY	3720.00
13	Medical Allowance	MONTHLY	200.00
14	Bonus for Un-skilled Labour	YEARLY	7000.00

Note: The above mentioned rates may change from time to time and OIL will arrange to reimburse as per the rates payable to Skilled/un-skilled manpower from time to time.

- 5.0 The Skilled/un-skilled manpower engaged by the Contractor, who do not possess Matriculation Certificate issued by the recognized Board in support of their age, will be required to undergo required medical test to ascertain their age. The age as determined by such medical test will be taken as final for all purposes.
- 6.0 The Contractor will be required to pay the Basic pay, DA, Bonus, Overtime etc. to his labours at rates applicable from time to time.
- 7.0 The Skilled/un-skilled manpower will not be deployed by the Contractor on OIL's Job on the following grounds:
- On attaining the superannuation age of 60 years (as fixed by Central Govt.)
 - If the listed WCL is found medically unfit
 - If the listed WCL is found guilty on disciplinary ground
- 8.0 The labours will be allowed three paid national Holidays e.g. Republic day, Independence Day & Mahatma Gandhi's Birthday in a year for the purpose of Wage payment for the three national holidays, the labours will be entitled to such wages only if one has worked for five days preceding the holidays. For this purpose, if any, Sunday/Weekly off day falls in between these days the same will be treated as a day of attendance for the purpose of entitlement. In addition to the above, Skilled/un-skilled manpower are entitled for six (06) days Casual Leave and fourteen (14) days leave with pay.

The Contractor will be required to furnish PAN Number, Goods & Service Tax Registration No., SAC & PF Account Number to the Company as per statutory requirement and will deposit payment with the Government Authorities failing which the Company will impose penalty as per rules.

- Note:**
- 1) The estimated quantities indicated above against each item are for evaluation purpose only. Payment will be made for the actual work done/materials supplied.
 - 2) Contract will be awarded on the basis of the overall lowest evaluated cost.
 - 3) Rates/Amounts quoted above should be inclusive of all applicable State Govt./Central Govt. taxes but, excluding Goods & services tax.

(END OF SECTION -X)

SECTION-XI

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

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

Section 1 - Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder / Successful bidder

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

1. The Bidder / Successful bidder shall not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process

or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Successful bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Successful bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder / Successful bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Successful bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Successful bidder. The Successful bidder shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Successful bidder / Subcontractor with confidentiality.
4. The Principal shall provide to the Monitor sufficient information about all meetings

among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Successful bidder. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor shall submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, shall the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other provisions

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

For the Principal

Place: Jodhpur

Date:

For the Bidder

Witness 1 :

Witness 2 :

(END OF SECTION XI)

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 & 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 (within 10 days) 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. E.J (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.

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

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

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

Notes:

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

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

GOODS AND SERVICES TAX

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

****1** "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

****2** The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

****3** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited). In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of GST against such invoice.

****4** GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

****5** GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

****6** Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

****7** The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

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

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

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

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

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

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

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

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

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

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

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

****15 Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;

- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

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

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

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

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

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

Provisions to be incorporate in the ITB of tenders for procurement of Services pertaining to Oil & Gas business activities covered under Purchase Preference Policy (linked with Local Content) (PP-LC).

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

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of 30%
(To select and indicate the Local Contents (LC) from Enclosure-I of policy documents. The LC limits shall be linked with date of TBO (Technical Bid Opening) of tender. For a tender due to open between 01.04.18 and 31.03.20, LC limit mentioned for 2018-20 shall be applicable. Similarly, for a tender opening between 01.04.2020 to 31.03.2022, LC limits mentioned therein shall be applicable).

2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

"We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____."

2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL tender No. _____ by M/s _____ (Name of the bidder)."

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

2.3 At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as Enclosure – III of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA (Techno- Commercial Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

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

OR

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

4.The tendered quantity is not split able / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

5.For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.

6.The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

7.OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

8.0Determination of LC

8.1LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

8.2The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General service cost, excluding profit, company overhead cost, taxes and duties.

8.3The criteria for determination of cost of local content in the service shall be as under:

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

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

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

9.0 Calculation of LC and Reporting

9.1LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

9.2Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

10.0Certification and Verification

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

10.1.2 At bidding stage:

a) Price Break-up

(i) The bidder shall provide break-up of "Local Component" and "Imported Component" along with the price bid as per provisions under clause 2.3.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.

ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.

10.1.3 After Contract Award

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

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

11 Sanctions

11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.

11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

11.4.1 In pursuance of the clause No.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To
Oil India Limited

India

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 2017 at _____

WITNESS NO.1

(Signature)

Full name and official address

(in legible letters)

(Signature)

Stamp

Full name, designation and address

WITNESS NO.2

(in legible letters)

With Bank

(Signature)

Full name and official address

Attorney as per power of

(in legible letters)

Attorney No. _____

Stamp

Dated _____

Formats for calculation of Local Content in Services Contracts:

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

CALCULATION OF LOCAL CONTENT- SERVICE

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

Note:

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

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

*****End of Bid Document*****