



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

**Materials Department
(Rajasthan Project)**

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

Date: 18.05.2018

FORWARDING LETTER

Sub: Hiring of a vehicle Mahindra Scorpio, S4+ equivalent or above with 4WD (4x4) 7 seater, vintage of maximum 5 years, having commercial registration, along with driver for a period of 1 year with a provision for extension by 6 months at the same rates, terms and conditions.

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

OIL invites your ONLINE competitive bid for **Hiring of a vehicle Mahindra Scorpio, S4+ equivalent or above with 4WD (4x4) 7 seater, vintage of maximum 5 years, having commercial registration, along with driver for a period of 1 year with a provision for extension by 6 months at the same rates, terms and conditions.**

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

- | | | | |
|-------|--------------------------------|---|--|
| i) | OIL's Tender No. | : | CJI8043P19 dated 18.05.2018 |
| ii) | Tender Fee | : | Rs 1,000.00 (PSUs and SSI Units registered with NSIC are exempted). |
| iii) | Type of Bid | : | Single Stage Composite Bid System |
| iv) | Bid Closing Date & Time | : | 19.06.2018 at 11.00 hrs (IST). |
| v) | Bid Opening Date & Time | : | 19.06.2018 at 15.00 hrs (IST). |
| vi) | Bid Opening Place | : | Office of CGM (Services),
Oil India Limited, Jodhpur, Rajasthan |
| vii) | Amount of Bid Security | : | Rs 24,000 (Non- interest bearing) |
| viii) | Amount of Performance Security | : | 7.5 % of the Contract Value. |
| ix) | Mobilization Time | : | 30 days from the issue of LOA |
| x) | Duration of Contract | : | 1 (one) year; extendable by 6 months. |

- xi)Liquidated Damage for timely Mobilization** : Liquidated damages/Penalty shall be applicable for default in timely Mobilization @ 1.5 times of the fixed charge per day (as per Section-V of the NIT) shall be levied for the vehicle on each particular day Use subject to maximum 7.5% of the total estimated Contract value

- 3.0 Please do refer to the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 4.0 **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.
- 5.0 **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.
- 6.0 **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
- 7.0 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.
- 8.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,
OIL INDIA LIMITED

(Daya Shankar)
SR. MANAGER (M&C)
FOR CGM (SERVICES-RP)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Composite Bid System for its RAJASTNAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/iri/portal>
- 1.1 Tender No. : CJI8043P19 dated 18.05.2018.
- 1.2 Bid Closing Date : 19.06.2018
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : Rs1,000.00
- 1.4 Bid Security : Rs 24,000.00 (Non- interest bearing)
- 2.0 **Description of Services: Hiring of a vehicle Mahindra Scorpio, S4+ equivalent or above with 4WD (4x4) 7 seater, vintage of maximum 5 years, having commercial registration, along with driver for a period of 1 year with a provision for extension by 6 months at the same rates, terms and conditions.**
- 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 **19.05.2018** and **12.06.2018** 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 & Pass Word to such parties even after submission of necessary documentation as per online registration process, about whose competence OIL is not satisfied. Company’s decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

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

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Prospective Bidders may interact with Company's Materials & Contracts Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

A. BIDDING DOCUMENT / TENDER DOCUMENT

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:
- (a) A forwarding letter highlighting the following points:
 - (i) Oil India Limited's Tender No.
 - (ii) Bid closing date and time.
 - (iii) Bid opening date, time and place.
 - (iv) The amount of Bid Security.
 - (v) The amount of Performance Security
 - (b) Invitation for Bids (Section - I)
 - (c) Instructions to Bidders (Section - II)
 - (d) General Terms & Conditions (Section –III)
 - (e) Special Conditions of Contract (Section-IV)
 - (f) Bid Form & Price Schedule Details (Section-V)
 - (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VI)
 - (h) Sample Form of Agreement (Section-VII)
 - (i) The Bid Security Form (Section- VIII)
 - (j) The Performance Security Form (Section- IX)
 - (k) General HSE Points (Appendix-A)
 - (l) Procedure for obtaining labour license (Appendix-B)
 - (m) Annexure – GST
 - (n) 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., Techno-Commercial Bid comprising of the following documents.

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

Price Bid comprising of the following documents

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

6.0 BID FORM:

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

7.0 BID PRICE:

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

7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.

7.3 All duties and taxes including Corporate income taxes, and other levies payable by the Contractor **except GST** under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only the R & D Cess, applicable if any against this contract will be borne and paid for by OIL.

7.4 **Goods & services Tax(GST)** as applicable on taxable part of the items provided by the contractor shall be extra and to Company's account. The evaluation and comparison of bids shall be made accordingly

8.0 CURRENCIES OF BID AND PAYMENT:

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

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

10.0 BID SECURITY:

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" **must reach the office of Chief General Manager (Services), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected.** Tender Number and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal. Bidders can also submit their bid security through online payment gateway on OIL's e-tender portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical Unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the form of a Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VIII for the format) and valid for **90 days beyond the validity of the Bid**. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

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

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

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

C. SUBMISSION OF BIDS:

13.0 ONLINE SUBMISSION:

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief General Manager (Services), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 13.2 The Rates/Prices along with price related conditions should be filled and upload under Notes and Attachment TAB of your bid as per Price-Bid Format attached under Notes and Attachment TAB in E-Portal only. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 13.5 The Tender is invited under SINGLE STAGE COMPOSITE BID -BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical

Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.

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

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

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

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

Very Important

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

14.0 **The Integrity Pact:** Not applicable

15.0 DEADLINE FOR SUBMISSION OF BIDS :

- 15.1 Bidders will not be permitted by the System to submit their Bid after the submission deadline is reached. The System time displayed on e-procurement web page shall decide the submission deadline.
- 16.0 EXTENSION OF BID SUBMISSION DATE/TIME:
- 16.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.
- 17.0 FORMAT OF BID SUBMISSION:
- 17.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 17.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 17.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.
- 18.0 LATE BIDS:
- Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.
- 19.0 MODIFICATION AND WITHDRAWAL OF BIDS:
- 19.1 The Bidder, after submission of bid, may modify/ withdraw its bid any time before the scheduled bid closing date & time. Company will however not be responsible for any failure to upload & submit their bid due to last minute rush.
- 19.3 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.
- 20.0 BID OPENING AND EVALUATION
- 20.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 20.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 shall not be opened. On opening the remaining bids Company will examine

them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

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

21.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Proforma-II, Section- VI) of the tender document to establish inter-se-ranking of bidders.

22.0 CONTACTING THE COMPANY:

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

D. AWARD OF CONTRACT

23.0 AWARD CRITERIA:

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

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

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

25.0 NOTIFICATION OF AWARD:

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

26.0 PERFORMANCE SECURITY:

- 26.1 Within 30 (THIRTY) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (7.5% of contract value) specified in the Forwarding Letter in the form of Bank Guarantee as per the performance Security Form as provided in the Bidding Document (Ref. Section – VII) or an irrevocable Letter of Credit (L/C) from any of the following Banks:
- i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR
 - b) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
 - c) **Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.**

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

- 26.2 The performance security specified above must be valid for three (03) months beyond the expiry date of the contract & time period required to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the

original contract period, Contractor shall have to enhance the value of the performance security to cover 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. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

INVOCATION OF PERFORMANCE BANK GUARANTEE

- 26.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 26.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the 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 their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.
- 27.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

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

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

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

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

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

(END OF SECTION – II)

SECTION – III

GENERAL TERMS AND CONDITIONS

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

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

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in 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 as per Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.

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

- (i) Unauthorized use of the vehicle when released to the Transport Supplier for undertaking its deployment for any other business purpose.
- (ii) Withdrawal of vehicle from the service before expiry of the term of this agreement for any reason whatsoever without the consent/instruction of the Company Engineer/Officer.
- (iii) Failure to park the vehicle after release on close of working hours at place designated by the company's engineer/officer.
- (iv) Failure of the Service Provider to place the vehicle for periodic inspection as per schedule as directed by Company's Engineer/Officer.
- (v) The vehicle must be owned and registered preferably in the name of the Firm or in the name of owner of the firm during the entire tenure of contractual period including extension period, if any.

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

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

4.0 OBLIGATIONS OF THE TRANSPORT SERVICE PROVIDER:

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

4.2 The Service Provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of Vehicle/Vehicle or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have

to be performed by the Service provider only and shall be his/her sole responsibility. Be it stated particularly that the Service Provider hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Service Provider for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Service Provider will be solely against the Service Provider and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Service Provider against the services envisaged under this agreement shall have to be settled and satisfied by the Service Provider solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

4.4 The Company shall neither entertain any demands from the employees of the Service provider nor deal directly or indirectly with any recognized or un-recognized unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Service provider to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

4.5 Any unsettled disputes between the Service provider and his/her employees leading to a legal or illegal strike by them would have to be settled by the Service provider expeditiously. In the event of such a strike, whether legal or illegal, the Vehicle shall be treated as shut down. Any failure on the part of the Service provider to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Service provider shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Transport Service Provider was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Service provider shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 The Service provider shall ensure that the Vehicle deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Service provider outstanding bills. The Company's decision in this regard shall be final and binding.

4.7 The Service provider shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the Vehicle or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act/Minimum Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Service provider only and shall be his/her sole responsibility.

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

6.0 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Transport Supplier is required to give to his/her driver as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.

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

- a) Order the Service provider to remove immediately any cause of unsatisfactory performance of the service.
- b) Order the Service provider to replace, any person/driver/helper/mechanic/ supervisor engaged for the running of Vehicle or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company
- c) Order the Service provider from time to time such further instructions as shall be necessary for the purpose of rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non compliance of the instructions will make the contractor liable for penalty as per the provisions of the contract.

8.0 MAKE & MODEL OF VEHICLE: Mahindra Scorpio, S4+ equivalent or above with 4WD (4x4) 7 seater (Taxi Registration only).

9.0 Vintage of Vehicle(s): **Not older than 5 years**

9.1 Location of works: OIL's operational area in Rajasthan state.

10.0 **MOBILISATION:** The Contractor must commence the work within 30(thirty) days of issue of Letter of Award. Delay in mobilization of required resources will call for imposition of Liquidated Damages.

11.0 **LIQUIDATED DAMAGES/PENALTY:** In case of failure on the part of the Contractor to provide vehicles as requisitioned by the Company in good running condition along with Contractor's Personnel within the stipulated time as set out in the Contract, Liquidated Damages will be levied *at the rate of 1.5 times of to the daily rate* (calculated on the pro rata basis of the monthly rate) i.e. rate as per Section-VI of the contract shall be levied for vehicle on each particular day Use subject to maximum 7.5% of the total estimated Contract value.

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

12.0 FORCE MAJEURE:

- 12.1 In the event of either party being rendered unable by “Force Majeure” to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such “Force Majeure” will stand suspended as provided herein. The word “Force Majeure” as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy-Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should “Force Majeure” condition as stated above occurs and should the same be notified within seventy-two (72) hours after its occurrence, either party will have the right to terminate the Agreement if such “Force Majeure” condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the Agreement even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to.

13.0 TERMINATION:

13.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

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

13.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

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

13.3 TERMINATION ON ACCOUNT OF INSOLVANCY

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

13.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

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

13.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Transport Service Provider’s rights and/or obligations under the Agreement and/or the Transport Service Provider’s rights, title and interest to the equipment/ material, are transferred or assigned without the Company’s consent, the Company may at its absolute discretion terminate the Agreement.

14.0 CONSEQUENCES OF TERMINATION:

- 14.1 In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.
- 14.2 Upon termination of the Agreement, the Transport Service Provider shall return to the Company all of the Company's items, which are in Transport Service Provider's possession at the time.
- 14.3 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 10(ten) days written notice to the Transport Service Provider due to any other reason not covered under the above clauses from 8.1 to 8.2 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Transport Service Provider except for payment for service charges and other charges as per the Agreement up to the date of termination.
- 14.4 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Transport Service Provider with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Transport Service Provider shall have to demobilize his/her personnel and materials from the site, after handing over the company items, information, records etc. to the Company Representative.
- 15.0 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's representative shall be final and binding on the Transport Service Provider.
- 16.0 **PAYMENT** : The Company shall make monthly payment, subject to adjustment/deduction as necessary, for the service rendered in each calendar month and will endeavour to pay before the expiry of 30 (thirty) days from the date of submission of complete monthly statement-cum-bill for the month for every Vehicle on the basis of accepted rates /calculations as mentioned in the Agreement provided bills without any discrepancy (which are to be submitted by the Service provider once a moth) are received not later than the 4th day of subsequent calendar month.
- 16.1 The Bill must be accompanied with the followings:
- (i) Daily Log Book in original countersigned by Company's authorized Engineer/Officer.
- 17.0 **DURATION OF THE AGREEMENT:** The duration of the Agreement shall be for a period of 01(one) year from the date of commencement from the date of placement of the vehicles. Depending upon the company's requirement, the contract may be extendable by 6 months.
- 18.0 **Commencement date of Contract:**
The contractor must commence the effective services from date as mentioned in formal Work Order which will be issued by the concerned officer in charge. Notwithstanding this, delay in mobilization is liable for imposition of LD, unless otherwise genuine reason is established.

19.0 ADDRESS FOR CORRESPONDENCE:

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

COMPANY

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

CONTRACTOR

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

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

21 APPLICABLE LAWS:

21.1 The contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Jodhpur, Rajasthan.

21.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the contract:

- a) The Mines Act 1952-as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 2017.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The Rajasthan Tax Act
- l) The Goods & Services Tax Act,2017.

- m) Customs & Excise Act & Rules
- n) Rajasthan Entry Tax Act
- o) Environment Protection Act
- p) Public Liability Act.
- q) Income tax act,
- s) Insurance act.

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

23.0 **ARBITRATION:**

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

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

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

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

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

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

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

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

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

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

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

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

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

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

The venue of all arbitrations under both 23.1 & 23.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

24.0 The Service provider shall undertake to fully indemnify the Company against any and all claims which may arise under the Motor Vehicles Act, Mines Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act and /or Statutes having bearing over the service and /or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.

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

26.0 **ASSIGNMENT:** The Transport Supplier shall not assign his/her rights, duties and obligations arising under this agreement and sublet to any third person or party except in respect of payments to be received by Transport Suppliers, if acceptable to the Company.

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

28.0 **TAX LIABILITIES**

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

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

28.3 All applicable local taxes, levies and duties, toll tax etc. on purchases and sales made by contractor shall be borne by the contractor.

28.4 **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.

29.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

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

29.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by

Company. All information obtained by Contractor in the conduct of work and the information/maps/Seismic Data/Log suites etc. provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. The various outputs/deliverables generated and the inferences and interpretations drawn as part and parcel of the work carried out under the terms of the Contract shall not be divulged by the Contractor or its employees to any other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

30.0 CHANGES:

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

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

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

32.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

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

38.0 SET OFF CLAUSE :

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

(END OF SECTION – III)

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK :

The vendor shall provide a full time vehicle services with a 4WD (4X4) DIESEL AC MAHINDRA SCORPIO S4+ equivalent or above model having vintage of maximum 5 years, a including full time driver. The service shall include comprehensive operating costs as necessary for day-to-day running of the vehicle. Periodical servicing as per manual, breakdown maintenances as and when required including spare parts, tools, accommodation for staff, parking etc shall be managed by the vendor in efficient manner so as to facilitate uninterrupted conveyance of the OIL's personnel. The vehicle services will be based primarily in Jodhpur city with frequent journey to Jaisalmer and Bikaner districts, including occasional travels to various other districts and surrounding areas of other states as per requirements of the company. On rare occasion, the vehicle shall also require to be driven over sand dunes / desert terrain having no prior road or tracks.

2. SPECIAL CONDITIONS:

2.1. The vehicle shall have commercial (Taxi) Registration. The vehicles shall at all times have the documents of Insurance cover, Fitness Certificate, Registration Certificate etc kept in the vehicle. The vehicles shall all time be licenced (at the Service Provider's cost) by appropriate government Authority to ply on contract basis in various Districts of Rajasthan State. The Contractor must ensure timely renewals of all licenses and permits within the due dates.

2.2. The vehicles shall be equipped with all standard fittings, instruments etc conforming to the provisions of Motor Vehicle Act.

2.3. The rates shall be inclusive of all incidental and contingent operations which, although not specifically mentioned in the service contract that are necessary for the performance of the service in a satisfactory manner and up to the desired standard.

2.4. The contractor shall supply and maintain trouble free service of the vehicles everyday including Sundays and holidays with drivers round the clock as required by Company.

2.5. The vehicle shall not refuse to run over sand dunes / desert terrain having no prior road or tracks as and when required by company's engineer. However, such requirement would be necessitated in rare occasions.

2.6. The vehicle shall carry Name plates or Markings (for purpose of identification) inscribing "ON OIL INDIA DUTY" and towing Hook at the rear, as directed by the Company Representative at the cost of the Contractor.

2.7. During the currency of this contract while on duty on call basis, the contractor shall not withdraw the vehicle on company duty from service for any other purposes (except in connection with repairs).

2.8. Any unsettled disputes between the Contractor and his/her/their employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such strike, whether legal or illegal, the vehicle shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this contract would be considered as a

default under this agreement and the agreement would be terminated at the discretion of the Company.

2.9. The Contractor shall ensure that the vehicles deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the company's representative shall be deducted from the contractor's outstanding bills. The Company's decision in this regard shall be final and binding.

2.10. The Contractor would at all times obey the instructions of the company's representative and ensure compliance of the above mentioned orders and instructions.

2.11. Employment of drivers and payment of wages to the drivers of the vehicles provide against the Contract shall be the responsibility of the Contractor.

2.12. The Contractor shall instruct his/her/their driver/supervisor suitably to ensure that while operating all safety and precautionary measures as enforced are necessarily observed. Any breach of law due to violation shall have to be redressed by the Contractor entirely at his/her/their own cost.

2.13. The Contractor shall only undertake jobs/journeys authorized by the Company's representative. Any unauthorised jobs/journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the contract without any compensation to the Contractor on any compensation to the Contractor on any account whatsoever.

2.14. The Contractor will indemnify the company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.

2.15. In case of any dispute arising out of the services rendered by the Contractor, Company's decision shall be final and binding on the Contractor.

2.16. Period of non availability of the vehicle under the contract other than actual running/standby/authorized periodical maintenance offs, shall be considered as SHUT-DOWN. Such SHUT-DOWNs period shall not be considered for payment. Deductions shall be made on pro-rata basis from the fixed monthly charges. Such period above 1 hour shall be considered as 1 day.

2.17. Any kind of deficiency found in the vehicle such as document expiry, partial non-functioning of the device, tools, disobedience etc may be treated as SHUT-DOWN at the discretion of the company's engineer even if the vehicle is in running condition and has been rendering services.

2.18. Besides fixed charge deductions for SHUT-DOWN period, penalty for Liquidated Damage shall be imposed additionally if the cause of SHUT-DOWN is found to be attributable to the contractor.

2.19. In the event of any mechanical failure or break down, the Contractor must arrange a replacement vehicle(s) within reasonable time not exceeding one hour. If the Contractor fails to provide alternate vehicle(s), Company reserves the right to make alternative arrangements at the risk and cost of the Contractor and any additional expenses whatsoever incurred by the Company for the alternative arrangement, arising out of the default on the part of the Contractor, will be deducted from pending bills and/or Performance Security of the Contractor without any notice.

2.20. The contractor should ensure that the drivers are available for round the clock operations. During off-days or leave period of the regular drivers/crew, proper replacement as per contractual requirements must be provided.

2.21. The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorized representative who will be overall in-charge of the Contractor's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.

2.22. The driver shall park the vehicle at a suitable place at the well site / camp as instructed by the company engineer and any violation may attract action against the driver/Contractor as per the terms of the contract.

2.23. The Company's engineer shall arrange for allocation of the vehicle duty to the various areas/locations. The allotted duty/timings may be changed from time to time at the discretion of the Company and the Contractor and the driver shall be obliged to accept such changes.

2.24. The Contractor will make all arrangement at for fueling/servicing/repairing of the vehicle boarding and lodging of his staff at his cost.

2.25. The service shall be to the satisfaction of Company's Officer who shall have powers, amongst other to:

2.25.1. Order the Contractor to remove immediately any cause of unsatisfactory performance of the service.

2.25.2. Instruct the contractor to replace by more suitable driver engaged for operating the vehicles or for general management of the service, when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her/their employees or workmen in any manner whatsoever arising out of their removal or replacement.

2.25.3. Order the Contractor from time to time such further instructions as shall be necessary for the purpose rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non compliance of the instructions will make the contractor liable for penalty as per the provisions of the contract.

2.25.4. Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.

2.25.5. Refuse the services of any vehicle found in deteriorated conditions and order the Contractor to rectify the defects.

2.25.6. Instruct the Contractor to utilise the services beyond the normal working hours.

2.25.7. Undertake periodic inspection of the vehicle as per programme as may be decided by him/her/them. Such inspection shall be carried out in the presence of the Contractor or in the presence of his/her/their-authorized representative. Such inspection/test carried out by the Company shall be at the contractor's cost and risk.

2.25.8. Instruct the contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely. Instruct the contractor to remove the vehicle, in respect of which the

defects as afore stated which have been detected upon inspection/test periodically by the company, which have remained un-rectified.

2.25.9. Instruct the contractor to furnish the details of all drivers with full particulars at the time of commencement of the service or on any occasion when such driver(s) are required to be replaced for any reason.

2.26. Drivers of the vehicles provided against the contract must be in possession of valid profession of valid professional driving licence authorizing him to drive the particular type of vehicle in the manner required under this contract. Name of the driver with full particulars of driving licences shall be furnished to the Company at the commencement of the agreement and also on every occasion when a driver is required to be replaced for any reason.

2.27. Drivers shall be well dressed and good mannered having full knowledge/idea about road, place & traffic rules etc. No driver shall be deployed below the age of 21 Years and more than 58 Years.

2.28. Drivers, when operating the vehicles, must be in a fit physical and mental condition and shall not be under the influences of intoxication of any type.

2.29. All persons employed by the Contractor under the Service Agreement must observe:

2.29.1. All the rules promulgated by Rajasthan State Administration from time to time for working Rajasthan.

2.29.2. While working inside the declared prohibited areas, if any person is found to be objectionable from security considerations, the person must be replaced by the Contractor.

2.30. The driver can be replaced even for short period only with permission of the company Engineer.

2.31. Contractor shall ensure availability of competent reliever driver to run the services of hired vehicle during aforementioned off/ leave days & holidays of the regular driver, on instructions of the Officer-in-charge.

2.32. The drivers shall be provided with mobile phones having more than one SIM card of good telecom network coverage even in remote areas of OIL's operation, so as to facilitate easy contact/tracking.

2.33. Speedometer and kilometer record must be maintained at a high standard of accuracy. Any defects noticed by company's officer at the initial and subsequent per indicial inspection shall have to be rectified forthwith by the Contractor at his cost. Until such rectification, the reading of the instrument will be subject to such correction factors as determined by the Company Officers.

2.34. The Vehicle shall be equipped with GPS device having features to track/log (realtime) the vehicle movement in android phone/desktop/laptop whose control shall be available with the company's engineer. Non-functioning of GPS at any point of time may lead to treat the service duration as 'SHUT-DOWN' irrespective of odometer readings, except for the situation beyond the control of the contractor such as bad signal etc.

2.35. The vehicle should have all time ready with Spare tyre, Fire Extinguisher, towing rope, Tool kits, First Aid Box with un-expired medications, working torch light etc. as preparedness for mid-way emergencies.

2.36. The Contractor will be allowed a permissible shut down for maximum of 48 hours at a stretch per month exclusively for maintenance and repair of each vehicle preferably on Sundays/holidays. The day will be selected with the permission of the Company as per convenience of Company's work and LD and Penalty will not be applicable for these 48 hours at a stretch per month. The contractor shall not avail such shut downs as a matter of right. The shut down shall be permitted as per actual necessity only. In case, if it is found that the vehicle was not utilized for maintenance and repair purpose, the company will impose LD & Penalty at its sole discretion.

2.37. In case of accidents and consequent non-availability of vehicle, payment will be made on pro-rata basis for actual utilization of the vehicle in hours or kilometers, whichever is higher, and the same will not attract penalty if the notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor shall be required as mandatory in addition to other proof to be submitted and accepted by the Company Representative. (However, the Contractor has to arrange a replacement vehicle(s) within reasonable time not exceeding one hour.) This will not be applicable in case of:

2.37.1. Accidents caused by rough/rash driving/operation or because of negligence of operator engaged.

2.37.2. Where a FIR is lodged by a third party and services of the Vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the Vehicles will be treated as shut down and will attract penalty.

2.38. In the event of petroleum price changes in the market over the period with respect to base month of the bid closing date, the vehicle running cost may be adjusted proportionately. In case of increase in fuel price in the market, the running cost during the month shall be compensated proportionately. Similarly, for decreased fuel price in the market, proportionate deduction/recovery may be made from the running cost of the month. The actual calculations shall be guided by the SoQ item descriptions. Apart from price variations in the fuel, all other costs shall remain firm all throughout the contract period irrespective of actual market scenario.

2.39 ORDER OF PRECEDENCE OF DOCUMENTS: In case of difference or contradiction or discrepancy among the clauses in this contract, the following shall prevail in order of precedence:

- A. Descriptions in Schedule of Quantities (SoQ).
- B. Special Condition of Contract (SCC)
- C. Technical specifications (TS)
- D. General Conditions of Contract (GCC)

(END OF SECTION – IV)

SECTION-V
BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

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

Gentlemen,

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

We undertake, if our Bid is accepted, to mobilize Vehicle services within 30 days from the date of LOA issued by Company.

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

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

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

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

Dated this Day of 2018.

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

(B) PRICE SCHEDULE DETAILS:

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

(END OF SECTION – V)

SECTION - VI

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

A. BID REJECTION CRITERIA (BRC):

1.1 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Notwithstanding the general conformity to the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.2 TECHNICAL:

1.2.1 The Bidder should have experience and expertise in transport Services either in private sector limited company, Public Sector, State Government or Central Government. During last seven years calculated upto the original bid closing date, the bidder must have experience of successfully completing at least one similar work costing not less than **INR 6.00 Lacs**.

1.2.2 The bidder shall have experience in carrying out 'SIMILAR NATURE' of jobs in PSUs/ Central/ State Govt. Enterprises. 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 along with proof of payment against the said contract.

Note: a) Similar Work(s) means - Services of providing any passenger/Transport vehicle. Document in support of similar works shall be LOA/Job Completion Certificate or Gross payment certificate etc. Work order copy is not acceptable.

b) If the bidder is executing similar service contract which is still running and the contract value/quantity executed prior to due date of bid submission is equal to or more than **INR 6.00 Lakhs** contract value such experience will also be taken into consideration provided that the bidder has submitted satisfactory work/service execution certificate issued by end user/client/employer.

1.2.3 The Bidder must have a business office establishment for at least one year within 50 Km radius of the area of operation where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents which satisfies as a proof of having the office establishment. Additionally, the names of the areas covering the 50 Km radius may be mentioned”.

1.2.4 VINTAGE OF VEHICLE: The Contractor shall provide Brand new vehicle with all standard fittings.

1.2.5 MAKE & MODEL: The following make and model of the vehicle may be considered against the tender.

i. Model: AC 4WD ISZU-D-MAX OR EQUIVALENT/HIGHER VERSION

2.0 FINANCIAL:

2.1 The Annual Turnover of the bidder during any of the preceding three(3) financial/ accounting years from the original bid closing date should be at least **INR 4.00 Lacs**.

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

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

i) A certificate issued by a practicing Chartered Cost 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.

2.3 Conditional offers will be rejected.

3.0 Bid will be rejected if not accompanied with adequate documentary proof in support of experience and turnover as mentioned in Para 1.2.1 , 1.2.2,2.1, 2.2 & 2.3.

NOTE:

These documents should be in the form of self attested copies of Job Completion Certificates/ Payment Certificates issued by the State Govt. Deptt. / Central Govt. Organizations/ PSEs showing the Gross value of Job done , Nature of Job and Period of Contract. However, the originals of these documents shall have to be produce by the bidder, as and when asked for.

4.0. COMMERCIAL:

4.1 Bidders shall have to categorically quote the rates for their offer and confirm that the rates shall remain firm during the contract period and not subject to variation on any account except for increase/ decrease of diesel price.

4.2 The bidder shall furnish Bid Security for the amount as indicated in the forwarding letter along with Bid. Any bid not accompanied by a proper bid security will be rejected.

4.3 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

4.4 The bid shall be typed or written in indelible ink and the original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.

4.5 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections must be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

4.6 Any bid containing false statement(s) will be rejected.

4.7 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents; otherwise, the bid will be rejected.

4.8 The Bid Documents are not transferable. Bids submitted by parties who have not been issued the Bid Documents from the Company will be rejected.

4.9 Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

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

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Liquidated damages Clause
- Penalty clause

5.0 GENERAL:

5.1 In case bidder takes exception to any clause of Bidding Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/ modify the deviation when/as advised by the 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.

5.2 To ascertain the substantial responsiveness of the bid the 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 must be received on or before ten days from the date of clarification sought by the Company, failing which the bid will be summarily rejected.

5.3 In case, any of the clauses in the BRC contradict with other clauses of Bidding Document elsewhere, then the clauses in the BRC shall prevail.

5.4 Bidder in their Technical bid only must spell out any exceptions/deviations to the tender. Any additional information/ terms/ conditions furnished in the "Price Bid" will not be considered by OIL for evaluation/ award of contract.

6.0 BID EVALUATION CRITERIA (BEC):

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

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

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

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

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

(Authorised Signatory)
Name of the Bidder: _____

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

PRICE SCHEDULE FORMAT

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

Sl	Description	Unit	Qty.	Rate (Rs.)	Total (Rs.)
10	Fixed Charge for providing vehicle service as per specifications in the relevant clause, inclusive of drivers wages, periodical services, maintenances, statutory fees etc all inclusive. Note: Unauthorized shut-down period (other than authorized periodical services/maintenance with prior permission from OIL's personnel) shall be deducted on daily pro-rata basis in addition to penalty for Liquidated Damage.	Month	12		
20	Running cost of the vehicle with A/C or heater ON as per requirement, including fuel etc. Note: With change in fuel prices over the period with respect to base month of the bid closing date, the vehicle running rate shall be adjusted (compensation/recovery) proportionately. The reconciliation may be done annually. Irrespective of actual market price, the basis of calculation shall be monthly Wholesale Price Index (WPI) of HSD (High Speed Diesel) published by Office of the Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), as available in the website http://eaindustry.nic.in	KM	100,000		
30	Night halting charge of the driver when fooding and lodging not provided by the company.	DAY	300		
40	Overtime compensation for driver's duty beyond 12 hours in driving / waiting in a day but excluding off (rest) period in the camp or hotel stay.	HR	100		
Total contract cost					
GST @					
Grand Total contract cost					

- Notes:**
- 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 based on the overall lowest evaluated cost.
 - 3) Rates/Amounts quoted above should be inclusive of all applicable State Govt. / Central Govt. taxes etc., but **excluding GST**. However, rate of all applicable charges must be clearly indicated in the offer. Bidders to mention the Service Accounting Code (SAC).
 - 4) **GST**: The quoted prices shall be exclusive of GST and GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the contractor shall be paid by the company as per the provisions of GST Act. Please refer to Annexure-GST, while submitting your offer in GST regime
 - 5) Parking Charges/ Toll charges/ Inter-State tax shall be reimbursed by OIL at actual against documentary evidence of such payments.

(END OF SECTION - VI)

SECTION-VII

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 Drawings,
The Schedule of Supplementary Information,
The special Conditions of Contract and
The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

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

SIGNED, SEALED AND DELIVERED

By the said
Name _____

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

By the said
Name _____

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

* Bidders are NOT required to complete this form.

(END OF SECTION - VII)

SECTION - VIII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)against Tender No.....for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 2018 .

THE CONDITIONS of this obligation are:

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

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

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

This guarantee will remain in force up to and including the date, 210 days after the closing date for submission of bids as stated in the tender document or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

DATE: SIGNATURE OF THE BANK OFFICIAL:

WITNESS: SEAL:

(Signature, Name and Designation)

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

(END OF SECTION - VIII)

SECTION - IX

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company
(Address of Company

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

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

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

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

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

AUTHORISED SIGNATORY OF THE BANK :

Name of Bank Official :

Designation

Address :

Date :

BANK’S SEAL

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

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 26.0 under Section-II.

(END OF SECTION -IX)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

GENERAL HSE POINTS

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

persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

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

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

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

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

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

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

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

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

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

OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

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

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

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

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

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

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

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

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

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

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

15. Documentation requirement for GST

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

Any invoice issued shall contain the following particulars-

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

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

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

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

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

16. GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

Annexure-PP-LC

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.

8.0 Determination of LC

- 8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
 - a) Cost of component (material), which is used.
 - b) Manpower and consultant cost, cost of working equipment/facility, and
 - c) General service cost, excluding profit, company overhead cost, taxes and duties.

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

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

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

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

9.0 Calculation of LC and Reporting

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

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

10.0 Certification and Verification

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

10.1.2 At bidding stage:

a) Price Break-up

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

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

b) Undertaking by the bidder

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

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

c) Statutory Auditor's Certificate

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

10.1.3 After Contract Award

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

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

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

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

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

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

11 Sanctions

- 11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- 11.4.1 In pursuance of the clause No.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.

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 relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO.1

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

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

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

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

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:

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

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

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