



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Duliajan, 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: 20.11.2018**

**FORWARDING LETTER**

**Sub.: Hiring of services of 01 (one) No. Brand New ISUZU D-Max (4x4) or above with GPS system installed, Air Bag & AC (Taxi Registration Only) with Driver for a period of 04 (four) years.**

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

OIL invites your ONLINE competitive bid for **Hiring of services of 01 (one) No. Brand New ISUZU D-Max (4x4) or above with GPS system installed, Air Bag & AC (Taxi Registration Only) with Driver for a period of 04 (four) years.**

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

- |       |   |   |   |
|-------|---|---|---|
| i)    | OIL's Tender No.                          | : | CJI9756P19  |
| ii)   | Type of Bid                               | : | <b>Single-Stage Composite-Bid System</b>  |
| iii)  | Bid Closing Date & Time                   | : | 18.12.2018 at 11.00 hrs. (IST).   |
| iv)   | Bid Opening Date & Time                   | : | 18.12.2018 at 15.00 hrs. (IST).   |
| v)    | Bid Opening Place                         | : | Office of CGM (M&C),<br>Oil India Limited, Jodhpur, Rajasthan   |
| vi)   | Amount of Bid Security                    | : | <b>Rs. 1,10,000.00</b> (Non-interest bearing)   |
| vii)  | Amount of Performance Security            | : | 10% of annualized Contract Value.   |
| viii) | Mobilization Time                         | : | 30 days from the issue of LOA   |
| ix)   | Duration of Contract                      | : | 04 (four) years.  |
| x)    | 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.

**NOTE:**

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

- 7.0 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 RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI9756P19.
- 1.2 Bid Closing Date & Time : 18.12.2018 at 11:00 Hrs. IST
- 1.3 Bid Security : Rs. 1,10,000.00 (Non-interest bearing)
- 2.0 **Description of Services : Hiring of services of 01 (one) No. Brand New ISUZU D-Max (4x4) or above with GPS system installed, Air Bag & AC (Taxi Registration Only) with Driver for a period of 04 (four) years.**
- 3.0 Tender Document will not be issued physically by Company. Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.**
- 4.0 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 5.0 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.
- 6.0 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.
- 7.0 OIL reserves the right to refuse issue of User Id & Pass Word to such parties even after submission of necessary documentation as per online registration process, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-

**(END OF SECTION – I)**

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS**

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

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

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:
- (a) A forwarding letter highlighting the following points:
    - (i) Oil India Limited's Tender No.
    - (ii) Bid closing date and time.
    - (iii) Bid opening date, time and place.
    - (iv) The amount of Bid Security.
    - (v) The amount of Performance Security
  - (b) Invitation for Bids (Section - I)
  - (c) Instructions to Bidders (Section - II)
  - (d) General Terms & Conditions (Section –III)
  - (e) Special Conditions of Contract (Section-IV)
  - (f) 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-IP [Integrity Pact digitally signed by OIL's competent personnel as Annexure-IP, attached with the bid document to be digitally signed by the bidder.]
- 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 a) Bidders without having E-tender Login ID and Password should complete their online registration at least 07 (seven) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

c) MSEs Units (Manufacturers / Service Providers only and not their dealers / distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

d) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

#### 4.0 AMENDMENTS TO BIDDING DOCUMENT:

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

4.2 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**

#### 5.0 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.

#### 6.0 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 – VI.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 11.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – VI.
- (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

## 7.0 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.

## 8.0 BID PRICE:

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

8.2 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.

8.3 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.

8.4 **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

## 9.0 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.

## 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

## 11.0 BID SECURITY:

11.1 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.

11.2 Pursuant to Para 6.0 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".

- 11.3 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 11.8 below.
- 11.4 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 **180 days beyond the date of original bid opening date**. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
- 11.5 Any Bid not secured in accordance with above-mentioned subparagraphs 11.1 to 11.4 will be rejected by Company as non-responsive, except those are exempted.
- 11.6 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.
- 11.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 11.8 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.**

12.0 **PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Company.
- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (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 11.0 above.

13.0 **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:**

14.0 **ONLINE SUBMISSION:**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 The Tender is invited under **SINGLE-STAGE COMPOSITE-BID SYSTEM**. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.
- 14.6 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

- 14.7 Rates/Prices must be quoted in the “Price Bid Format” provided/ uploaded under Notes and Attachment Tab.
- 14.8 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexures and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to 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.
- 15.0 **The Integrity Pact:** Applicable  
The Integrity Pact must be uploaded in OIL’s E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who signs the Bid.
- 16.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 16.1 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.
- 17.0 **EXTENSION OF BID SUBMISSION DATE/TIME:**
- 17.1 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.

18.0 FORMAT OF BID SUBMISSION:

- 18.1 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.
- 18.2 The Bid Security (Scanned Copy) mentioned in para 11.0 above should be uploaded with the Technical Bid.
- 18.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

19.0 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.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 20.1 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.
- 20.2 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

21.0 BID OPENING AND EVALUATION

- 21.1 Company will open the Bids, including submission(s) made pursuant to para 20.0, 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.
- 21.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 20.2 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.
- 21.3 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.
- 21.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 21.5 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.

- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 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.

22.0 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.

23.0 CONTACTING THE COMPANY:

- 23.1 Except as otherwise provided in para 19.0 & 20.0 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.
- 23.2 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**

24.0 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.

25.0 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.

26.0 NOTIFICATION OF AWARD:

26.1 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.

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

27.0 PERFORMANCE SECURITY:

27.1 Within 30 (thirty) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of annualized contract value) specified in the Forwarding Letter in the form of Bank Guarantee as per the performance Security Form as provided in the Bidding Document (Ref. Section – VII) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR
- b) 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.

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

27.3 Failure of the successful bidder to comply with the requirements of para 27.1 or 27.2 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**

- 27.4 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.
- 27.5 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.
- 28.0 SIGNING OF CONTRACT:
- 28.1 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.
- 28.2 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 PERFORMANCE SECURITY - 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:** The vehicle should preferably be ISUZU-D-MAX (4x4) or above with GPS system installed, Air bag & AC (Taxi Registration only).
- 9.0 **Vintage of Vehicle(s): The Contractor shall provide brand new vehicles with all standard fitting.**
- 9.1 Location of works: OIL's operational area in Rajasthan state & any other surrounding states / areas of Company activity as determined by the Company.
- 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 preformed by them under this Agreement, the relative obligation of the party affected by such “Force Majeure” will stand suspended as provided herein. The word “Force Majeure” as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy-Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should “Force Majeure” condition as stated above occurs and should the same be notified within seventy-two (72) hours after its occurrence, either party will have the right to terminate the Agreement if such “Force Majeure” condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the Agreement even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to.

## **13.0 TERMINATION:**

- 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 13.1 to 13.5 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 month) are received not later than the 4th day of subsequent calendar month.
- 16.1 The Bill must be accompanied with the followings:
- (i) Daily Log Book in original countersigned by Company's authorized Engineer/Officer.
- 17.0 **DURATION OF THE AGREEMENT:** The duration of the Agreement shall be for a period of 04 (Four) years from the date of commencement from the date of placement of the vehicles.
- 18.0 **Commencement date of Contract:** The Contractor must commence the work within the date mentioned in the mobilization notice, which will be treated as commencement date of the contract. Non-compliance of this time schedule will call for imposition of Liquidated Damages.
- 19.0 **ADDRESS FOR CORRESPONDENCE:**

Any notice required to be given under this Agreement including all correspondence shall be addressed to the respective parties at their given address. Any change in address shall

be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address.

**COMPANY**

**CONTRACTOR**

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

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

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

21.0 **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 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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

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

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

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

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

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
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**

- 1.0 **Scope of Work:** Hiring of transport services of 01 (one) no. brand new ISUZU D-Max (4x4) or above AC vehicle with GPS installed along with drivers and with all standard fittings as per the manufacturers, latest leaflets and purchased after issuance of LOA for operational areas in Rajasthan and any other surrounding states/areas of the Company's activities as determined by the Company for a period of 04 (four) years.

The vehicle shall have Taxi Registration and comply with Motor Vehicle Act that includes provision of Safety Belts, First Aid Box and Fire Extinguisher etc. The Transport Service Provider shall be responsible for all Central / State Govt. and local taxes inclusive of fees, insurance, capital investment, operating expenses etc. and the rates shall be inclusive of all such and similar charges. The rates are inclusive of all incidental and contingent operations, which, although not specifically mentioned in the service contract, are necessary for the performance of the service in a satisfactory manner and up to the desired standard. The Transport Service Provider shall supply and maintain the service of the vehicles in normal service EVERYDAY with drivers thorough out the day and night as required by Company. In case of failure to keep up the vehicle in normal service on any day and night, the Service Provider shall be liable to pay to the Company liquidated damage as per provisions of contract.

- 2.0 **“Breach of Contractual Obligation”** means amongst others also the following:

- i) Carriage of unauthorized passengers by the Transport Supplier while under this agreement with the Company.
- ii) Unauthorized use of the vehicle(s)/equipment when released to the Transport Supplier for undertaking its deployment for any other business purpose.
- iii) Withdrawal of vehicles/equipment from the service before expiry of the term of this agreement for any reason whatsoever without the consent/instruction of the Company Engineer/Officer.
- iv) Failure to park the vehicles/equipment after release on close of working hours at place designated by the company's engineer/officer.
- v) Failure of the Transport Supplier to place the vehicles/equipment for periodic inspection as per schedule as directed by Company's Engineer/Officer.
- vi) The vehicle must be owned and registered in the name of the contractor 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) and P.S.V. badge(s) for the driver(s)
- b. Registration Book(s) with endorsement of Road Tax
- c. Permits for plying the vehicle(s) for commercial purpose as may be required
- d. Road permits
- e. Fitness certificate
- f. Comprehensive insurance Policy certificate(s) for vehicle(s) as well as driver/ Crew
- g. Any other document as required under the law in force
- h. Pollution under control certificate

- 4.0 “**STATUTORY ACTS**” means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following;
- i. The Motor Vehicle Act, 1988,
  - ii. The Motor Transport Worker's Act, 1961,
  - iii. The Contract Labour (Regulations & Abolition) Act, 1970,
  - iv. The Minimum Wages Act, 1948,
  - v. The Employees Provident Fund & Miscellaneous Act, 1952,
  - vi. The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
  - vii. The Workmen Compensation Act, 1923 &
  - viii. Industrial Disputes Act, 1947
- 5.0 Fixed Charge Per Month: Fixed charge will be inclusive of depreciation, all applicable taxes & duties, insurances, wages and other emoluments of drivers inclusive of relief drivers which the transport supplier will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this agreement. The supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/Weekly offs, holiday, overtime, annual leave, uniforms etc. No other separate charges on such accounts will be payable by the company at any point of time during the tenure of the contract and same, if any, shall have to be borne entirely by the transport supplier. The fixed charges payable under this agreement shall be deemed to be inclusive of all payments to be borne by the transport supplier on all such accounts. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.
- 6.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:
- 6.1 The Transport Supplier 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.
- 6.2 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s)/equipment 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 Transport Supplier only and shall be his/her sole responsibility. Be it stated particularly that the Transport Supplier 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.
- 6.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Transport Supplier 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 Transport Supplier will be solely against the Transport Supplier and not against the Company.

Be it expressly stated that any demands whether present or future by the employees deployed by the Transport Supplier against the services envisaged under this agreement

shall have to be settled and satisfied by the Transport Supplier 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.

- 6.4 The Company shall neither entertain any demands from the employees of the Transport Supplier 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 Transport Supplier 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.
- 6.5 Any unsettled disputes between the Transport Supplier and his/her employees leading to a legal or illegal strike by them would have to be settled by the Transport Supplier expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Transport Supplier 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 Transport Supplier 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 Supplier was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 6.6 The Transport Supplier shall ensure that the vehicle(s)/equipment 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 Transport Suppliers outstanding bills. The Company's decision in this regard shall be final and binding.
- 6.7 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles 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 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 Transport Supplier only and shall be his/her sole responsibility.
- 6.8 **“STATUTORY OFF”** means the off day per week or the compensatory off day in lieu thereof which the Transport Supplier is required to give to his/her driver as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.
- 6.9 The transport service provided under the contract shall be for different areas within the state of Rajasthan like Jodhpur, Ajmer, Jaipur, Jaisalmer, Bikaner and Sriganganagar districts and any other surrounding state/areas of Company's activity as determined by the Company.
- 6.10 The service shall be to the satisfaction of Company's Officer/Engineer who shall have powers, amongst other, to

- a) Order the Transport Service Provider to remove immediately any cause of unsatisfactory performance of the service.
  - b) Order the Transport 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 Transport Service Provider 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.
- 7.0 Make of Vehicle: ISUZU, Model of Vehicle: D-Max (4x4) or above
- 8.0 Penalty: The Transport Service Provider shall supply and maintain the service of the vehicles in normal service EVERYDAY (24 HOURS) with driver throughout the day and night as required by the Company. In case of failure to keep up the vehicles in normal service on any day and night, the Transport Service Provider shall be liable to pay to the Company penalty at the rate of 1.5 times of fixed charge per vehicle per day. The total shut down hours would be converted into number of days and for fraction of day, the penalty would be charged proportionately. The above penalty is in addition to proportionate deduction of fixed charge for shut down Hours. Such penalty may be recovered from the service provider's outstanding bills or may be reduced or waived at the Company's discretion.
- 9.0 The Company may send written notice to the Transport Supplier, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date on which such termination becomes effective, which will be at least 45 (Forty-Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Transport Supplier in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Transport Supplier will not be entitled to any damages or compensation on account of such termination.
- 10.0 Payment: The Company shall make payment, subject to adjustment /deduction as necessary, for the service rendered in each calendar month before the expiry of the subsequent calendar month on the basis of accepted rates calculations as mentioned Section-III of this agreement provided bills without any discrepancy (which are to be submitted by the contractor once a moth) are received not later than the 10th day of subsequent calendar month.
- 11.0 INSURANCE: The transport supplier shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials, equipment and vehicles belonging to the Transport supplier or his/her contractors during the currency of the agreement and provide certificates of such insurance.

#### SPECIAL TERMS & CONDITIONS:

- 1.0 The vehicle should be preferably white in colour and should be fitted with all standard fittings like foot-step, reverse gear alarm, fog lights, music system etc. Any vehicle not fitted with air-conditioner shall not be accepted. The vehicle should have GPS system installed in it.
- 2.0 The contractor should be personally present at the time of placement of the vehicle.

- 3.0 The driver or drivers engaged by the contractor should be of good character, discipline and in good health. If the driver or drivers indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, while on company's duty, it will be the responsibility of the contractor to deal with the matter. The Contractor should ensure that the driver(s) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers as per the requirements of the Company's Personnel. 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 the Contractor.
- 4.0 Driver should perform duties in an exemplary manner.
- 5.0 In company's opinion, if a driver is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he may not be issued entry pass to OIL's protected areas/office. In that event, the contractor has to remove the driver on getting advice from the company.
- 6.0 The contractor shall faithfully discharge his obligations under all laws for the time being in force; particularly the payment of wages act, minimum wages act as applicable to PSUs in Central sphere, employees' compensation act, motor vehicles act etc. and keep the vehicle and the employee therein fully covered of all risks and accidents. The contractor shall engage as many number of drivers as may be necessary to maintain uninterrupted supply of service of the vehicle for 12 hours daily or if necessary beyond the said period for seven days a week.
- 7.0 The driver should always wear proper uniform while attending duties.
- 8.0 Notwithstanding any clause of the contract, it will be terminated on account of any one of the following situations:
- a) Deteriorated mechanical condition of the vehicle.
  - b) Frequent shutdown due to non-availability of fuel etc.
  - c) During the currency of the contract, if it is found that the contractor submitted any false statement / document in the application / tender document.
  - d) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period. Change of ownership of vehicle at any time during the tenure of the contract period will lead to termination of the contract.
- 9.0 The entry passes for OIL's protected areas/offices will be recommended to the appropriate authority, only for three persons against this contract i.e two for the drivers & the other for the contractor or his authorised representative.
- 10.0 Payment shall be made for the days / kilometreage actually logged on Company's duties as per instructions of the Company's Personnel and as reflected in the Daily Log Book.
- 11.0 In case of any situation not provided under this Agreement, the Company's Personnel or any other person authorised on his / her behalf by the Company, shall have the right to decide upon any further claim on the facts and circumstances, which shall be binding upon the Contractor.
- 12.0 TERMS OF PAYMENT:
- 12.1 On receipt of the Monthly statement-cum-kilometreage Bill the Company's Personnel shall verify the same with the Daily Log Book and forward the same after making

adjustment as may be necessary to the Finance Department of the Company for Payment. The Bill must be accompanied with the following:

- i) Daily Log Book in original for the month duly endorsed by the Company's personnel for the kilometrage.
- ii) Statutory compliance statement as per Section - IV & the declaration as per format regarding payment of salary/wages to driver/drivers.

12.2 The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.

12.3 Payment of monthly bills, if undisputed, shall be made within 30 (Thirty) days following the date of receipt of the same by the Company. The company shall within 30 (Thirty) days of receipt of invoice notify the Contractor or any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.

13.0 For the purpose of payment for the service rendered the Contractor shall:

i) Accept as final the daily logbook which must be signed on a daily basis by the Company's Personnel. Any deletions and/or over writings on the Daily Log Book must be avoided as far as practicable and if such deletions and over writings are incised, the same must be countersigned by the Company's Personnel, otherwise the Monthly kilometrage Statement-cum-bill shall not be accepted. Statutory compliance statement as per Section - IV must be made out in triplicate of which second copy be retained by the Contractor for preparing the monthly kilometrage statement-cum-bill only at the end of each month. The original should be sent to Accounts Department and the first copy be retained by user.

ii) Prepare monthly kilometrage statement-cum-bill and submit the same to the Company's Personnel for verification within 10 (Ten) days following the last date of the month. The monthly kilometrage statement-cum-bill must be accompanied with a certificate every month as per Statutory compliance statement as per Section – IV, his/her compliance with the Statutory Acts affecting the operation of this Service Agreement. The monthly bill should be claimed every month as mentioned. The Company will take one-month time to process the same. The contractor shall not be allowed to accumulate monthly bills. If the monthly bill is not claimed (for any particular month) within the next two months, the payment will get lapsed. The Company shall be at liberty not to make or process such belated monthly bill.

iii) The monthly kilometrage statement-cum-bill must include a factual record based on daily log sheet for services rendered as per instructions of the Company's Personnel, i.e. for Company duty only and should exclude for payment of the following:

- Such kilometrage and time as may be involved on standby where kilometrage done for re-fueling is in excess of 5 (Five) kms. or time taken is more than 30 (Thirty) minutes.
- Such hours/days or part thereof as may be involved on standby per month where time taken for routine servicing and maintenance exceeds 48 (Forty-Eight) hours in a month.
- Such hours/days or part thereof as may be involved in any month when the vehicle(s) was/were shut down due to default or otherwise.

iv) Accept such adjustments on the monthly kilometrage statement-cum-bill as the Company's Personnel may make on account of all or any of the following:

- A) Deductions for defaults / shut downs not shown correctly:
  - B) Deductions for liquidated damages & penalty for shut downs:
  - C) Deductions for penalties in case of breach of contract:
  - D) Any adjustments as the Company's Personnel shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.
- 14.0 Before engaging any driver at the time of initial placement or subsequently, the driver's credentials should be made available to the company's representative and the drivers will be placed/engaged after Company's representative clears his name.
  - 15.0 Under no circumstances, the vehicle should carry out / involve in any unlawful activities / duties. In the event of any such case, the contractor will be held responsible for the consequences.
  - 16.0 The wages etc. which in any case should not be less than minimum wages as notified by Labour Authorities (Central) for Central sphere must be paid to the driver(s) in full in time, through A/C payee cheque. The contractor must also submit a certificate duly signed by both the contractor and driver along with the monthly statement cum bill in support of payment of the wages of drivers. If there is any complaint of the driver, the Company will be at liberty to deduct the wages etc. from the monthly bill.
  - 17.0 Halting allowance will be payable only when a vehicle has to stay overnight at a place other than the base station of the vehicle. In such case, no overtime shall be payable after actual duty hours for overnight stay hours.
  - 18.0 The offered rates should be inclusive of all applicable taxes and duties. Company will not be liable to pay anything extra apart from the items mentioned in the SCHEDULE OF SERVICES/RATES in the tender/contract.
  - 19.0 The Contractor ensure that the vehicle at all times be comprehensively insured against all risks. He/she must ensure timely renewals of all licenses, permits and insurances within the due dates. No extra charges will be paid by the company for insurance renewal or increase in road tax or other statutory tax to be paid by the contractor during the course of the contract.
  - 20.0 The 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. For purpose of monthly payments corrected reading of the various records, if such corrections are deemed necessary will be binding on the Contractor.
  - 21.0 In the event any vehicle becoming out of order, or otherwise not available, a relief equivalent vehicle shall be placed in service immediately as substitute. In the event of failure on the part of the Contractor, liquidated damages will be payable by the Contractor as specified in this tender document. Also, the Company has the right to make alternative arrangement and additional expenditure incurred by the Company in arranging alternative arrangement, if any, will be recovered from the Contractor.
  - 22.0 Drivers of the vehicles provided against the contract must be in possession 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.

- 23.0 The driver or drivers engaged by the contractor should be of good character, discipline and in good health. If the driver or drivers indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, while on company's duty, it will be the responsibility of the contractor to deal with the matter.
- 24.0 In company's opinion, if a driver is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities drunken driving, he may not be issued any entry pass. In that event, the contractor has to remove the driver on getting advice from the company.
- 25.0 Drivers, when operating the vehicles, must be physical fit and shall not be under the influence of intoxication of any type.
- 26.0 All persons employed by the Contractor under the Service Agreement must observe –
  - a) All the rules promulgated by Rajasthan State Administration from time to Time for working in the state of Rajasthan.
  - b) While working inside the declared prohibited areas, if any person is found to be having objectionable behavior from security considerations, the person will be required to be replaced by the Contractor forthwith.
- 27.0 The vehicle shall carry Name Plates or Markings (for purpose of identification) inscribing “ON OIL INDIA LIMITED DUTY” and towing hook at the rear, as directed by the Company Representative at the cost of the Contractor.
- 28.0 The Contractor shall NOT withdraw the vehicle from service during the contract period for any purpose except in connection with repairs with due permission from the Company. Suitable replacement will be provided by the Contractor during repairs of the vehicle(s).
- 29.0 Notwithstanding any clause in the contract, it can be terminated by the Company on account any one of the following situation –
  - a) Deteriorated mechanical condition of the vehicle.
  - b) Frequent shutdown due to non-availability of fuel etc.
  - c) During the currency of the contract, if it is found that the contractor submitted any false statement / document in the application.
- 30.0 The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contract. Change of ownership of vehicle at any time during the tenure of the contract period will lead to termination of the contract.
- 31.0 Payment shall be made as per schedule of rates for the duties performed as per instructions of the Company's Representative and as reflected in the Daily Log Book.
- 32.0 Under no circumstances, the vehicle should carry out/involve in any unlawful activities/ duties. In the event of any such case, the contractor will be held responsible for the consequences.
- 33.0 The wages etc. due to the driver(s) must be paid in time, as mentioned in the agreement. If there is any complain from the drivers / crew members, the Company will be at liberty to deduct the required amount from Contractor's monthly bill.

- 34.0 On receipt of the Monthly statement-cum-kilometrage Bill, the Company's Representative shall verify the same with the Daily Log Book. Adjustment, as may be necessary will be made before making Payment to the Contractor. The Bill must be accompanied with the following:
- i) Daily Log Book in original for the month.
  - ii) Declaration regarding payment of wages to driver/drivers.
- 35.0 The Contractor will make all arrangement for fuelling/servicing/repairing of the vehicle, boarding and lodging of his staff at his cost.
- 36.0 The Transport Service Provider shall render trouble free services during the agreement period without any failure. The Transport Service Provider will be allowed a shut down for maximum of 48 hours per month exclusively for maintenance and repair of each vehicle preferably on Sundays. The day will be selected with the permission of the company as per convenience of company's work and LD/Penalty will not be applicable for these 48 hours at per month. However, Penalty and LD will be applicable for more than 48 hours shut down at a stretch in any calendar month. Further, if it is found that the vehicle was not utilized for maintenance and repair purpose, the company will impose Penalty at its sole discretion.
- 37.0 The driver cannot be replaced even for short period, without the permission of the company Representative.
- 38.0 Parking Charges/Toll Charges /interstate tax shall be reimbursed by OIL at actual against documentary evidence of such payments.

**(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 up to the original bid closing date, the bidder must have experience of successfully completing at least one similar work costing not less than **INR 6.88 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 6.88 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. Make of Vehicle: ISUZU,
- ii. Model of Vehicle: D-Max (4x4) or above

##### **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 4.13 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-II) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

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.

\*\*\*\*\*

**PROFORMA-I**

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

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

**(Authorised Signatory)**

**Name of the Bidder:** \_\_\_\_\_

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

**PROFORMA – II**  
**PRICE SCHEDULE FORMAT**

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

Sl. No	Description	Unit	Qty.	Rate(Rs.)	Total Amount (Rs.)
10	Fixed charges per month including drivers salary	MONTH	48.00		
20	Running Charges per KM with AC ON	KM	288,000.00		
30	Running Charges per KM with AC OFF	KM	48,000.00		
40	Driver's charges beyond 12 hrs. duty	HOURL	960.00		
50	Driver's halting charges per day	DAY	720.00		
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.
  - 6) Parking Charges/ Toll charges/ Inter-State tax shall be reimbursed by OIL at actual against documentary evidence of such payments.



### **SCHEDULE OF SERVICE/RATES:**

1. The above rates shall remain firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.
2. **Fixed charge** indicated above includes wages/insurance/uniform and all other liabilities including statutory liabilities. The fixed charge also includes vehicle for 24 hours' duty with services of drivers for 12 hours every day. For services beyond 12 hrs. on any day overtime for driver shall be paid as per the schedule of rates.
3. **Halting allowance** will be payable only when a vehicle has to stay overnight at a place other than the base station of the vehicle. In such case, no overtime shall be payable after duty hours for overnight stay hours.
4. The payment of monthly Wages to the driver will be required to be made by the contractor through A/C payee Cheque or directly transferred to the bank account. The contractor will be required to submit a certificate (declaration as per format Proforma-I) duly signed by both the contractor & driver(s) to DGM (A&ER) along with their monthly bill in support of payment of wages made to the driver(s).
5. No extra charges will be paid by the company for insurance renewal or increase in road tax or other statutory tax to be paid by the contractor during the course of the contract.

**(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 \_\_\_\_\_

By the said  
Name \_\_\_\_\_

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

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)**

**ANNEXURE-I**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

## **APPENDIX-A**

### **GENERAL HSE POINTS**

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

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

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

\*\*\*\*\*



## **Appendix-B**

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

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

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

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

\*\*\*\*\*

## **Annexure – GST**

### **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.

## INTEGRITY PACT

Between

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

And

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

### **Preamble:**

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

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

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

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

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

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

### **Section: 2 -Commitments of the Bidder/Contractor**

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the

tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

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

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

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

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

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

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

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

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

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

### **Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

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

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

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

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.

Date.

-----  
NAME OF INDEPENDENT EXTERNAL MONITOR:

- i. SHRI RAJIV MATHUR, IPS (Retd.)  
Former Director, IB, Govt. of India  
E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- ii. SHRI SATYANANDA MISHRA, IAS (Retd.)  
Former Chief Information Commissioner of India &  
Ex-Secretary, DOPT, Govt. of India  
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- iii. Shri Jagmohan Garg,  
Ex Vigilance Commissioner, CVC  
E-Mail ID: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

\*\*\*\*\*END OF BID DOCUMENT\*\*\*\*\*