



**FORWARDING LETTER**

**INVITATION FOR BID**  
**(LOCAL COMPETITIVE BIDDING)**

**TENDER No. CBI4904P21**

for

**HIRING OF PASSENGER TRANSPORT SERVICES  
FOR BAY EXPLORATION PROJECT, OIL INDIA LIMITED, BHUBANESWAR**

**1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Bhubaneswar is presently operating in the onland OALP Blocks awarded by Government of India.

**2.0** In connection with its operations in Odisha, OIL invites Local Competitive Bids from experienced Contractors through OIL’s e-procurement site for providing above services under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>. Interested parties having requisite credentials are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal.

For ready reference of prospective bidders, few salient points (covered in details in this Bid Document) are highlighted below:

(i)	Tender No.	<b>CBI4904P21</b>
(ii)	Type of Tender	Single Stage Composite Bid System
(iii)	Bid Closing Date & Time	<b>As mentioned in Online e-tender portal</b>
(iv)	Bid Opening Date & Time	<b>As mentioned in Online e-tender portal</b>
(v)	Bid Submission Mode	Bid to be uploaded online in OIL’s e-procurement portal.
(vi)	Bid Opening Place	Oil India Limited, Bay Exploration Project, IDCO Towers(3 <sup>rd</sup> Floor), Janapath,Bhubaneswar-751022, Odisha, India.

(vii)	Bid Validity	90 days from bid closing date
(viii)	Mobilization Time	Within 30 days from the date of LOA
(ix)	Bid Security Amount	<b>INR 1,10,000.00</b>
(x)	Bid Security Validity	120 days from Bid Closing Date.
(xi)	Amount of Performance Guarantee	10 % of Annualized Contract value.
(xii)	Validity of Performance Security	90 days beyond the date of completion of Contract
(xiii)	Duration of the Contract	<b>02(Two) years with a provision for extension of another 01(one) year at same rates, terms and conditions at the sole option of OIL</b>
(xiv)	Quantum of Liquidated Damage for Default in Timely Mobilization	1/2 % of the total estimated Contract Price for delay per week or part thereof subject to maximum of 7.5%
(xv)	Bids to be addressed to	Head Project (KGB & BEP), Oil India Limited, Bay Exploration Project, Idco Towers(3 <sup>rd</sup> Floor), Janapath,Bhubaneswar-751022, Odisha, India.
(xvi)	Integrity Pact	Must be digitally signed and uploaded along with Techno-commercial Bid
(xvii)	Tender fee	Nil

**3.0 Integrity Pact:** The Integrity Pact must be uploaded in OIL's e-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the Bid.

**Note:** OIL has appointed Shri Sutanu Behuria, IAS (Retd.) and Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture as Independent Monitors (IEM) for a period of 03 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to Integrity Pact (please refer **INTEGRITY PACT** attached as Annexure-A to this Tender) for the same:

a. Shri Shri Sutanu Behuria, IAS (Retd.),  
E-Mail id : [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)

b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture  
E-Mail id: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

**4.0 Bid Security:** Bidders can submit Bid Security either on on-line mode through OIL's electronic Payment Gateway or submission of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-H).**

## **5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

5.1 To participate in OIL's e-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

5.1.1 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.

5.1.2 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 is not responsible.

5.1.3 The authenticity of above digital signature shall be verified through authorized CA after Bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the Bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.2 For participation, applicants already having User ID & Password for OIL's e-procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's e-procurement Portal shall obtain User ID & password through online vendor enlistment system in E-Portal.

5.3 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>

5.4 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 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.

5.5 Micro and Small Enterprise (MSE)s are exempted from submission of bid security. Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette notification no CG-DL-E-26062020-220191 dated 26.06.2020 issued by MSME. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.

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

- i. Udyam Registration Number with Udyam Registration Certificate or
- ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or registration with any other body specified by Ministry of MSME

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

5.6 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's Bid portal to view the available open tenders. **The detailed guidelines are available in OIL's Bid procurement site (Help Documentation)**. For any clarification in this regard, Bidders may contact e-tender support cell at Duliajan at **erp\_mm@oilindia.in**, Ph.: **+91-374-2804903/+91 -374-2807178/7192/7171**.

**5.7 TENDER FEE:** Not Applicable. No Tender Fee is required to be paid. All interested parties can obtain Tender free of cost and participate.

5.8 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under e-procurement Portal. (Note: Important Points for online Payment can be viewed at Oil India's website at URL <http://oil-india.com/pdf/ETenderNotification.pdf>).

5.9 The link to OIL's e-procurement Portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

#### 6.0 **IMPORTANT NOTES:**

6.1 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The Bid along with all supporting documents must be submitted through OIL's e-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to Head Project (KGB&BEP), OIL INDIA LIMITED, Bay Exploration Project, Idco Towers (3<sup>rd</sup> Floor), Janapath, Bhubaneswar-751022, Odisha, India.

- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the Bid.
- d) Any other document required to be submitted in original as per tender requirement.

**The above documents including the Original Bid security, must be received at OIL's office of Head Project (KGB&BEP) at Bhubaneswar on or before 11.00 Hrs (IST) on the Bid Closing date failing which the Bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Bid in OIL's e-procurement site.

ii) Bid should be submitted online in OIL's e-procurement site before 11.00 AM (IST) (Server Time) of the Bid closing date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Head Project (KGB&BEP), Bhubaneswar in presence of the authorized representatives of the Bidders.

iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the Bid will be rejected.

iv) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

v) (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

vi) Conditional bids are liable to be rejected at the discretion of the Company.

vii) The work may be split up amongst more than one contractor at the sole discretion of the Company.

viii) The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Technical Bid.

A. In case of Sole Proprietorship Firm, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, business and residential address, E-mail and telephone numbers of the owner and copy of GST Registration Certificate.

B. In case of HUF, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating there in the name,

residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copy of GST Registration Certificate.

C. In case of Partnership Firm, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copy of GST Registration Certificate.

D. In case of Co-Operative Societies, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copy of GST Registration Certificate.

E. In case of Societies registered under the Societies Registration Act, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copy of GST Registration Certificate.

F. In case of Joint Stock Companies registered under the Indian Companies Act, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copy of GST Registration Certificate.

G. In case of Trusts registered under the Indian Trust Act, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copy of GST Registration Certificate.

ix) The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract (attached vide Proforma-F).

x) The Bid Security / Performance Security Money shall not earn any interest.

xi) Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to levy liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

xii) The contractor will be required to allow OIL officials to inspect the documents in respect of the workers' payment.

xiii) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

xiv) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

xv) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

With regards to this, the bidder has to provide an undertaking also as per the format attached in **Annexure-I**.

xvi) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

xvii) **The tender will be governed by:**

- Forwarding Letter
- Instruction to Bidders
- Bid Evaluation Criteria & Bid Rejection Criteria.
- General Conditions of Contract
- Scope of Work/Terms of Reference
- Special Conditions of Contract
- Schedule of Rates
- Integrity Pact
- Annexures & Proformas
- Price Bidding Format

xviii) **Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.**

xix) The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced Bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this**

regard is given in the “Instruction to Bidder for Submission” file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (III)-Commercial Criteria.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL’s E-tender Site:

Oil India Limited e-Procurement

User ID \*

Password \*

Guest User Log on

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

Important Note for New Portal Users:

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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[Click for Terms of use](#), [Privacy Policy](#), [Return Policy Docs](#)

Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “New Vendor Manual (effective 12.04.2017)” available in the login Page of the OIL’s E-tender Portal. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria

RFX Response Number 60037504 RFX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFX Response Version Number Active Version RFX Version Number 1

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Go to this Tab “Notes and Attachments” for uploading “Price Bid” files

Go to this Tab “Technical Attachment” for uploading “Technical Bid”

Notes

Clear

Category Description

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

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

On “EDIT” Mode, bidders are advised to upload “Technical Bid” and “Priced Bid” in the respective places as indicated above.

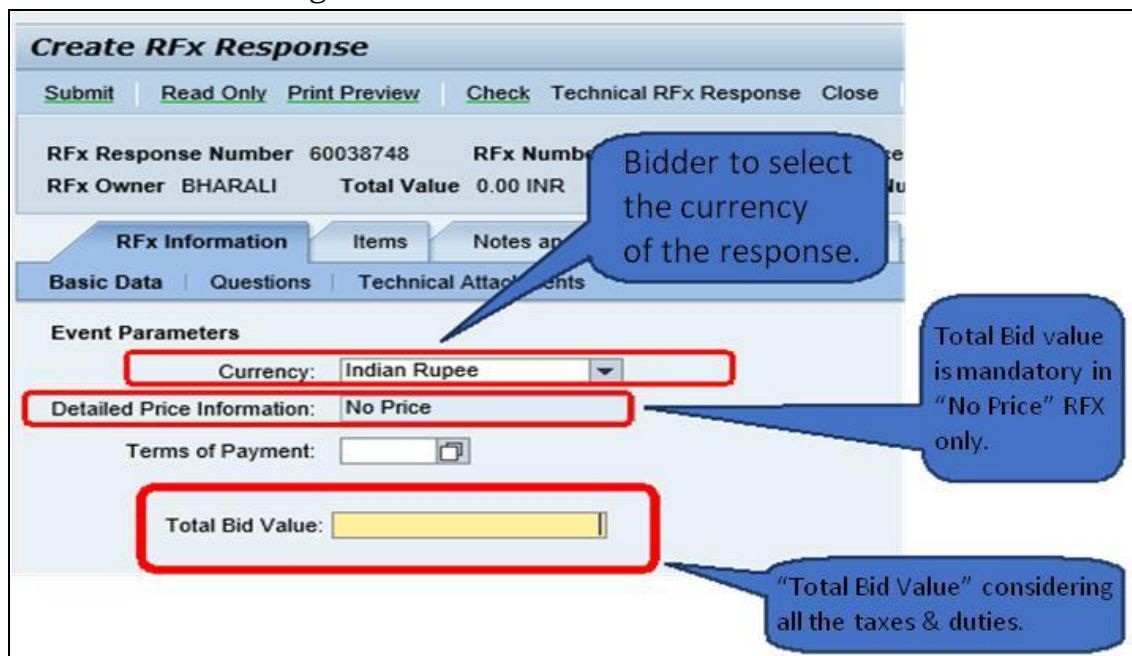


**Note:**

- The “Technical Bid” shall contain all techno-commercial details **except the prices**.
- The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

**7.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE**

The rates / costs quoted by bidders against the e-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information** under **“RFx Information”** Tab Page is **“No price”**, the bidders shall have to enter the **Total Cost (including GST)** as per their price bid in the data field **“Total Bid Value”** under **“RFx Information”** Tab Page in addition to uploading their pricing as per the **“Price Bid format”** under **“Notes & Attachment”** Tab Page.



The Total Amount (inclusive of GST) as entered by the bidders against “Total Bid Value” in their on-line response shall be displayed in the e-tender portal amongst the bidders whose price bids have been opened and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field. It is to be noted that amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the Price Bid Format.

**8.0** OIL now looks forward to your active participation in the IFB.

Yours faithfully,  
**OIL INDIA LIMITED**

**Date:21.08.2020**

**(D Mishra)**  
**Sr. Officer (C&P)**  
for Chief General Manager (C&P)  
for Head Project (KGB & BEP)

## **PART-1**

### **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.

#### **A. BIDDING DOCUMENTS**

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

- (a) A forwarding letter highlighting the following points:
  - (i) Oil India Limited's Tender No.
  - (ii) Type of Bidding
  - (iii) Bid closing date and time.
  - (iv) Bid opening date & time
  - (v) Bid Submission Mode
  - (vi) Bid Opening Place
  - (vii) Bid Validity
  - (viii) Mobilization Time
  - (ix) Bid Security Amount
  - (x) Bid Security Validity
  - (xi) Amount of performance guarantee
  - (xii) Validity of Performance Security
  - (xiii) Duration of Contract
  - (xiv) Quantum of Liquidated Damages for delay in mobilization
  - (xv) Bids to be addressed to
  - (xvi) Integrity Pact
  - (xvii) Tender fee
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC), (Part-2)
- (d) General Conditions of Contract, (Section-I)(Part-3)
- (e) Scope of Work/Terms of Reference, (Section-II)
- (f) Special Conditions of Contract, (Section - III)
- (g) Schedule of Rates
- (h) Price Bid Format, (Proforma-A)(Part -4)
- (i) Bid Form, (Proforma-B)
- (j) Certificate of compliance with respect to BRC, (Proforma-C)
- (k) Statement of non-compliance (except BRC), (Proforma-D)
- (l) Performance Security Form, (Proforma-E)
- (m) Contract Form, (Proforma-F)
- (n) Authorization for Attending Bid Opening, (Proforma-G)
- (o) Proforma of Bid Security (Bank Guarantee), (Proforma - H)
- (p) Letter of Authority (Proforma - I)
- (q) Integrity Pact (Proforma - J)
- (r) Certificate for Annual Turnover and Net worth (Proforma - K)
- (s) Duty Slip Proforma (Proforma - L)
- (t) Undertaking of authenticity of information/documents submitted (Annexure-I)
- (u) Checklist (Proforma-M)

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 every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued. Bids will be accepted only if they are in the form issued to the party.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

### **4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Portal under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ("Technical RFX Response" under the tab "Amendment to Tender Documents") for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

## **B. PREPARATION OF BIDS**

### **5.0 LANGUAGE OF BIDS:**

- 5.1 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.
- 5.2 **BIDDER'S NAME & ADDRESS** : Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

### **6.0 DOCUMENTS COMPRISING THE BID:**

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

#### **I. TECHNO-COMMERCIAL BID**

- (i) Documentary evidence in accordance with the Bid Evaluation Criteria (BEC) as per Part-2.
- (ii) Statement of compliance with respect to BRC as per Proforma-C.
- (iii) Statement of non-compliance (except BRC) as per Proforma-D showing the list of deviation taken by the bidder except for the conditions under BRC.
- (iv) Scanned copy of the Bid Security.
- (v) Integrity Pact as per Proforma -J, digitally signed by the Bidder.
- (vi) Letter of Authority as per Proforma -I.
- (vii) Undertaking of authenticity of information/documents submitted (Annexure-I)
- (viii) Certificate of Annual Turnover and Net Worth as per Proforma -K.
- (ix) Duly filled in Checklist as per Proforma -M

## **II. COMMERCIAL (PRICED) BID**

- (i) Price Bid Format as provided in Proforma-A.
- (ii) Bid Form as provided in Proforma-B

### **7.0 BIDDING FORMAT:**

7.1 The bidder shall complete the Bid Form and appropriate price Schedule furnished in the Bidding Document.

### **8.0 BID PRICE:**

8.1 Prices are to be quoted as per the Bidding format vide Proforma-A of the tender document. The rates quoted shall be per unit as specified in the Price Schedule and are to be quoted in figures only.

8.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 The quoted rates must be inclusive of all taxes, license/other fees, or any other applicable Govt. levies.(excepting GST). Any additional Govt. levies/taxes paid by the contractor due to subsequently enacted law of the Govt., Company will reimburse the same to the contractor against documentary evidence of payment.

### **9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

9.1 These are listed in Bid Evaluation Criteria vide Part-2.

### **10.0 PERIOD OF VALIDITY OF BIDS:**

10.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Company. **Bids of shorter validity will be rejected as being nonresponsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 90 days from Bid Opening Date.

10.2 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 (or by Fax or E-mail). The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

### **11.0 BID SECURITY:**

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9.

11.2 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original shall be submitted in a separate envelope as prescribed in Clause 14.1 below and shall be in the form of a Bank Guarantee or irrevocable Letter of Credit in the prescribed format, vide Proforma-H ( Bank Guarantee/LC issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable).

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**Note: Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.**

**11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**

11.4 Any bid not secured in accordance with sub-clause 11.2/11.3 above shall be rejected by the Company as non-responsive.

11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by Company, at the bidder's cost.

11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of Tender.

11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 29.0 below is furnished.

11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.9 The Bid Security may be forfeited if:

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) It is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal. The Original Bid Security shall be submitted by the bidder to the office of Head Project (KGB&BEP), OIL INDIA LIMITED, Bay Exploration Project, Idco Towers(3<sup>rd</sup> Floor),Janapath,Bhubaneswar-751022,Odisha, India in a sealed envelope which must reach the above address on or before the Techno-commercial Bid Opening date and Time failing which the bid shall be rejected.

11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

## **12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

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

Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette notification no CG-DL-E-26062020-220191 dated 26.06.2020 issued by MSME. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.

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

- i. Udyam Registration Number with Udyam Registration Certificate or
- ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or registration with any other body specified by Ministry of MSME

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

## **C. SUBMISSION AND OPENING OF BIDS:**

### **13.0 FORMAT AND SIGNING OF BID:**

- 13.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of “Class-3” with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.2 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.
- 13.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof. Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

#### **14.0 SUBMISSION OF BIDS:**

- 14.1 The tender is processed under **Single Stage - Composite Bid system**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “Vendor User Manual” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “RFx Information” under “Technical Attachments” Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment under “Notes and Attachment” Tab. No price should be given in the “Technical RFx Response”, otherwise bid shall be rejected. **The priced bid should not be submitted in physical form and which shall not be considered.**

However, the following documents should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder’s name and should be addressed to Head Project (KGB&BEP), OIL INDIA LIMITED, Bay Exploration Project, Idco Towers(3<sup>rd</sup> Floor),Janapath,Bhubaneswar-751022,Odisha as indicated in the IFB:

- (i) The Original Bid Security along with one copy.
- (ii) Any other document required to be submitted in original as per bid document requirement.

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

- 14.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-

compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Techno-commercial Bid.

- 14.3 Timely delivery of the documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Opening Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.
- 14.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### **15.0 DEADLINE FOR SUBMISSION OF BIDS:**

**No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the e-Tender Portal.** Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. The documents in physical form as stated in Para 14.1 must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **16.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:**

- 16.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time. No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids. No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.
- 16.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

#### **17.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

#### **18.0 RETURN OF LATE BIDS:**

Bidders are advised in their own interest to ensure that their bids are uploaded and submitted in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.



## **19.0 OPENING OF TENDERS:**

- 19.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (as per Proforma-G) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 19.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

## **20.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Part-2) of the tender document.

- 20.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 20.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

## **D. AWARD OF CONTRACT**

### **21.0 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.

### **22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

### **23.0 NOTIFICATION OF AWARD:**

- 23.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful bidder(s) in writing that his bid has been accepted.
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 25.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

### **24.0 SIGNING OF CONTRACT:**

- 24.1 At the same time as the Company notifies the successful bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the

agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of Works, Schedules of Rates and all other relevant documents.

- 24.2 The successful bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 24.3 In the event of failure on the part of the successful bidder to sign the Contract, the Company reserves the right to terminate the LOA issued to the successful bidder and invoke the Bid Security or the Performance Security if submitted by the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

#### **25.0 PERFORMANCE SECURITY:**

- 25.1 On receipt of notification of award from the Company, the successful bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per Proforma-F or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from 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.

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., Email address. The bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 25.2 The Performance Security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the Performance Security accordingly.
- 25.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 25.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 25.5 Failure of the successful bidder to comply with the requirements of Clause 24.0 and/or 25.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

- 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

## **27.0 PAYMENT TERMS:**

The bill shall be submitted in triplicate on monthly basis for payment. Payment shall be released within 30 days from the date of receipt of bill if found in order after deducting Income Tax or any other statutory deductions as applicable, penalty liquidated damage, if any, retention money etc.

While submitting monthly bills for payment, the contractor shall furnish an undertaking to the effect that all statutory provisions have been complied with including payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI (if applicable). He will also state that in case of any labour unrest or dispute or claim arising at any point of time due to non-implementation of any law, rules or regulations for the period, the responsibility shall solely be the contractor and they will resolve the dispute satisfactorily at their cost and risk without any liability on Oil India Ltd under the Workmen's Compensation Act or any other Act (s) applicable.

## **29.0 CONTACTING THE COMPANY:**

- 29.1 Except as otherwise provided in Clause 16.2 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company wide sub-clause 21.6.
- 29.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**END OF PART-1**

## **PART-2**

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

#### **BID REJECTION CRITERIA (BRC)**

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

1.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.

2.0 Bids with shorter validity will be rejected as being non-responsive.

3.0 Bid Security shall be uploaded as a part of the Techno-commercial Bid in OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of Head-Project (KGB&BEP), Oil India Limited, Bhubaneswar in a sealed envelope and must reach office of the Head-Project (KGB&BEP), Oil India Limited, Bhubaneswar before the Techno-commercial Bid Opening date and Time. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security will be rejected.

4.0 Any Bid containing false statement will be rejected.

5.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.

6.0 Any Bid received by Company after the deadline for submission of Bids prescribed herein in any form will be rejected.

7.0 Conditional offers will be rejected.

8.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

- (i) Bid Security Clause
- (ii) Performance Guarantee Clause
- (iii) Force Majeure Clause
- (iv) Tax Liabilities Clause
- (v) Arbitration Clause
- (vi) Acceptance of Jurisdiction and Applicable Law
- (vii) Liquidated damage and penalty clause
- (viii) Guarantee/Warranty clause
- (ix) Termination Clause
- (ix) Integrity Pact

## **BID EVALUATION CRITERIA (BEC)**

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

1.1 The bidder shall have experience of executing SIMILAR services in PSUs / Central Govt./ State Govt. Organizations or Enterprises or Private firms/ companies during the last 7 (seven) years to be reckoned from original bid closing date for 01(One) similar work costing not less than Rs.27.50 Lakhs.

Documentary evidences of job experience as stated above - Statement to be furnished by bidder in tabular form along-with copies of Contract/Work Orders/Completion Certificates/Proof of release of Performance Security/ Final Payment certificate issued by clients/any other documentary evidence that can substantiate the satisfactory execution of Contracts.

Note: "SIMILAR" services means transport services provided with passenger vehicles to Government Departments, PSUs or private sector organizations.

1.2 Documentary evidence in support of sound financial standing and Bank Account.

1.3 The contractor/firm should have annual financial turnover of at least Rs.16.50 lakhs in any of the preceding 3 (three) financial years reckoned from the original bid closing date. Also, the Net worth of the bidder should be positive for the preceding financial/accounting year.

1.4 For proof of annual turnover and net worth (Clause No. 1.3 above), anyone of the following documents must be uploaded along with the Un-Priced Techno-Commercial Bid:

(i) A certificate issued by a practising Chartered / Cost Accountant Firm with Membership Number and Firm Registration Number certifying the annual turnover and net worth as per Proforma -K of the Tender.

OR

(ii) Audited Balance Sheet and Profit & Loss account.

1.5 Note to Clause No. 1.2, 1.3 & 1.4 above: Considering the time required for preparation of financial statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the financial statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/ accounting year will also be considered. In such cases, the net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking along-with the bid certifying that the "Balance Sheet/Financial Statements for the preceding financial/accounting year from the original bid closing date has actually not been audited so far.

1.6 All the certificates and documentary evidences required to be submitted in support of Para 1.1 to 1.5 above should be legible. Illegible /incomplete certificates or documents will not be considered for evaluation.

## **GENERAL**

1.1 Proforma-C - The compliance statement should be duly filled up. In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

1.2 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 BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

1.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

## **PRICE BID EVALUATION CRITERIA**

1.1 Bids will be technically evaluated on the basis of the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.

1.2 Bids conforming to the specifications with required experience criteria, the terms and conditions stipulated in the tender and conforming with the Bid Evaluation Criteria will be evaluated to determine the lowest bidder. The applicable Purchase/Price Preferences are listed in para 2.0 below.

1.3 The Priced-Bids will be evaluated using the rates quoted in the PRICE BID FORMAT (PROFORMA-A) on the following basis;

(a) The quantities given in the Price Bid Format (PROFORMA-A) against each item are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the total estimated value for each category of service. However, to determine the lowest bid, total estimated contract cost (sum of categories A and B) shall be considered. Purchase Preference as per clause 2.0 bill shall apply.

(b) The estimated quantities indicated in PROFORMA-A against each item is for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual work done/materials supplied.

(c) Arithmetical errors, if any, in the price bids will be rectified on the following basis.

“If there is a discrepancy between the unit rate and total amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by recalculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”

## **2.0 PURCHASE PREFERENCE POLICY**

**2.1** Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

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

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

2.1.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

Note: Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette notification no CG-DL-E-26062020-220191 dated 26.06.2020 issued by MSME. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.

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

- i. Udyam Registration Number with Udyam Registration Certificate or
- ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or registration with any other body specified by Ministry of MSME

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

**END OF PART-2**

**PART-3**  
**SECTION -I**  
**GENERAL CONDITIONS OF CONTRACT**

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“HIRING OF PASSENGER TRANSPORT SERVICES FOR A PERIOD OF 02(TWO) YEARS FOR BAY EXPLORATION PROJECT, OIL INDIA LTD, BHUBANESWAR, ODISHA”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' or 'OIL' means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which Company may from time to time is entitled to execute services/operations in Odisha.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

**2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:**

- 2.1 The Contract shall become effective as of the date the company notifies the successful bidder(s) that they have been awarded the Contract from and it shall



remain in force for a period of two (2) years from the date of commencement. Services under this Contract are tentatively required from 01.01.2021. The Contract is extendable by 1(one) year at the sole option of Company at same rates, terms and conditions.

- 2.2 Subsequent extension of the Contract will be on rates, terms and conditions to be mutually agreed upon between the parties.

### **3.0 CONTRACTOR'S PERSONNEL:**

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by Company to be undesirable.

### **4.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorized to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test and check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit personnel as required to perform the work.
- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.

- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

**5.0 GENERAL OBLIGATIONS OF COMPANY:**

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its personnel access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

**6.0 PAYMENT TERMS:**

The bill shall be submitted in triplicate on monthly basis for payment. Payment shall be released within 30 days from the date of receipt of bill if found in order after deducting Income Tax or any other statutory deductions as applicable, penalty liquidated damage, if any, retention money etc.

While submitting monthly bills for payment, the Contractor shall furnish an undertaking to the effect that all statutory provisions have been complied with including payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI (if applicable). He will also state that in case of any labour unrest or dispute or claim arising at any point of time due to non-implementation of any law, rules or regulations for the period, the responsibility shall solely be the contractor and they will resolve the dispute satisfactorily at their cost and risk without any liability on Oil India Ltd under the Workmen's Compensation Act or any other Act (s) applicable.

**7.0 LIQUIDATED DAMAGE:**

The Contractor shall mobilize their personnel and equipment within the specified time for commencement as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the evaluated value of the Contract for one year, per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

**8.0 TAXES AND DUTIES:**

- 8.1 All taxes whether Corporate or Personnel or any other tax excluding GST will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken into account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by them in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 **Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.**
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.10 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

#### **9.0 SUBSEQUENTLY ENACTED LAWS:**

Subsequent to the date of issue of letter of intent/award of Contract, 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.

#### **10.0 USE OF COMPANY'S EQUIPMENT:**

- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

## **11.0 WAIVERS AND 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.

## **12.0 CONFIDENTIALITY:**

12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

## **13.0 NOTICES:**

13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by E-mail and confirmed in writing to the applicable address specified below:

**COMPANY**  
OIL INDIA LIMITED  
BAY EXPLORATION PROJECT,  
IDCO TOWERS(3<sup>RD</sup> FLOOR),  
JANAPATH,BHUBANESWAR-751022  
E-MAIL: kgbasin@oilindia.in

**CONTRACTOR**

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **14.0 HEADINGS:**

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

## **15.0 ASSIGNMENT AND SUB - LETTING:**

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer , assign or sublet the Contract or any part or share / thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

## **16.0 FORCE MAJEURE:**

16.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligation under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by fax to, other party as soon as possible, after the occurrence of the clause relied on then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during continuance of any

inability so caused but for no longer period, and such as far as possible be remedied with all reasonable effort.

16.2 The term “Force Majeure” as used herein shall mean “Acts of God” including but not limited to landslides, lightning, earthquake, fires, storms, flood and washouts, strikes, lock-outs or other industrial blockades, insurrection, riots and Govt. Regulations whether of the kind herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the Contract by the said party impossible.

**17.0 SET OFF:**

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

**18.0 ARBITRATION :**

In the event of any disagreement, dispute arising out of execution of the Contract which cannot be settled in an amicable manner between the successful bidder and Oil India Limited the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Collection (Amendment) Act. 2015 of India as amended up-to-date or any statutory modification or re-enactment thereof for the time being in force. The venue of the Arbitration shall be Delhi / Bhubaneswar.

**19.0 TERMINATION OF THE CONTRACT:**

The Company reserves the right to terminate the contract at any time with one month notice in writing. In the event of termination of the Contract, OIL shall pay the Contractor for the work done up to the date of cancellation of the Contract.

**20.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:**

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

**21.0 TAX LIABILITY:**

All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, royalty, sales tax, VAT etc. but exclusive of GST. GST shall be payable by Company extra as applicable.

**(END OF SECTION-I)**

## SECTION -II

### SCOPE OF WORK/ TERMS OF REFERENCE

#### **SCOPE OF WORK & TERMS OF REFERENCE**

##### **1.0 INTRODUCTION**

This section establishes the scope and schedule for the work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

##### **2.0 DESCRIPTION OF SERVICES**

OIL requires a competent and experienced service provider to provide services of passenger vehicles along with drivers, as below for operations in its Bay Exploration Project, Bhubaneswar, Odisha.

(a) Immediate requirement **on regular basis** for 12 hrs duty with AC on: 1 (one) Number of Mahindra Marazzo/Xylo 2nd Variant Model or Equivalent not more than 2 years old vehicles.

(b) Requirement '**On call basis**' with AC on: Indigo / Maruti Dezire or Equivalent Vehicle not more than 2 years old for 150 KM and 12 Hrs. duty.

(c) Requirement '**On call basis**' with AC on :Mahindra Marazzo/Xylo or Equivalent not more than 2 years old for 150 KM and 12 Hrs. duty.

(d) Requirement '**On call basis**' with AC on: Toyota Innova / Honda City or Equivalent not more than 2 years old for 150 KM and 12 Hrs. duty.

(e) Requirement '**On call basis**' with AC on: Altis/Fortuner or Equivalent not more than 2 years old for 150 KM and 12 Hrs. duty.

##### **3.0 Special Conditions:**

**3.1 The vehicles on regular hire provided shall be brand new or not older than 02(two) year at the time of deployment and must be in sound mechanical as well as physical condition.** The vehicles must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws, etc. of the statutory Govt. authority to run as hired vehicle(s) in Andhra Pradesh and Puducherry or other state as applicable. Contractor shall be fully liable/responsible whatsoever in this regard. **Vehicles on call out shall be in good roadworthy condition and not more than 2 years old.**

3.2 The Contractor must provide vehicle(s) at the designated place and time at one hour notice upon receiving verbal/telephonic/written instructions from Company's authorized representative.

3.3 Maintenance of the vehicles shall be provided by the Contractor at his own cost to keep the vehicles in sound mechanical and physical condition. The driver should be well mannered and obey instructions of the Officer to whom he would be rendering the services.

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

3.5 The drivers must have uniform and mobile phones. They must possess valid driving license and must be conversant with the various routes and locations of Andhra Pradesh and Puducherry.

3.6 OIL will prefer to provide an orientation programme to the drivers to make them conversant with the duty patterns and manners. Accordingly, the Contractor will be required to provide the list of drivers they would like to deploy for duty against the contract.

3.7 In the event of a breakdown to any vehicle on way to the pre-decided destination, the Contractor must arrange replacement of vehicle within a reasonable time not exceeding one hour. Failure on the part of the Contractor to provide replacement vehicle, penalty will be levied as per the provisions of the contract.

3.8 The model and brand of the vehicles including the type of fuel used must be invariably mentioned in the duty slip (as enclosed vide PROFORMA-L) as well as in the bills. Bills accompanied by incomplete duty slips will not be entertained.

3.9 The Contractor should submit the original RC Books of vehicles supplied to OIL for verification by OIL's Administration Department to determine and satisfy on the vintage, ownership, etc. of vehicles before processing the bill for payment and on demand at any time.

3.10 The following points need specific attention and compliance:

- The vehicles should carry basic tools like spare tires, screw-jack, ropes etc.
- The boot space must be neat and clean and the entire space should be made available for passengers' luggage.
- Contractor's supervisor will ensure to take the consent of OIL's representative the type of vehicle to be deployed and must adhere to the instruction accordingly. In case, the vehicle deployed is not as directed and is an inferior vehicle, penalty will be levied as applicable.
- The drivers must take position at assigned places (particularly in the Railway Stations and Airports) and hold the placard to invite attention of the arriving officer.
- Whenever the Mobile Number of the officer is given, an SMS is to be sent by the supervisor or by the driver giving the vehicle number etc.
- The driver should be provided with a card having the name of the driver, Mobile number, Car number etc. The same has to be handed over to the officer concerned to whom the duty is being allotted.

3.11 The Contractor must have their office at Bhubaneswar.

3.12 Meter Reading/Resumption of Duty:

(i) Opening and closing of meter (Mileage) shall be on the basis of place of reporting to place of release. However, the duration considered for payment shall be that for which the Car is in actual possession of OIL (i.e. Opening and closing time as recorded in the duty slip).

(ii) Bidders are required to provide detailed address/location of their garage.

(iii) Supervisor: The Contractor will nominate a supervisor specifically to attend/co-ordinate OIL's duties.

#### **4.0 PENALTY:**

4.1 The Contractor should provide the appropriate vehicle of the requisite specification at the specified time and at the designated place with a minimum notice period of one hour from the Company's authorized officer. However, the requirement of vehicles will be normally intimated to the Contractor one day in advance. In the event of Contractor's failure to provide vehicles as above, the Company reserves the right to make alternative arrangements at the risk and cost of the Contractor and any additional expenses whatsoever incurred by the Company for the alternative arrangement, arising out of the default on the part of the Contractor, will be deducted from pending bills and/or Performance Security of the Contractor without any notice. Additionally, such default shall attract a penalty of Rs. 500.00 (Rupees five hundred) per occasion per vehicle.

4.2 The vintage of the vehicles at the time of deployment should not be more than 2 (Two) years. In case the Contractor is unable to deploy vehicles of requisite vintage/specification as per Company's requirement, he can deploy substitute vehicles with vintage not more than three years for which deduction of Rs. 200.00 per occasion per vehicle will be made from their bills. However, under no circumstances vehicles with vintage more than 3 (three) years shall be provided. Such substitute vehicles shall be acceptable upto 5 (five) days in a calendar month. If the Contractor provides such substitute vehicles regularly, the Company may terminate the contract.

4.3 Contractor shall provide First Aid Box as defined in Motor Vehicle Act 1988 in the vehicles. Failure to provide the First-Aid Box shall attract a penalty of Rs. 100.00 per occasion per vehicle.

4.4 Proof of having paid all taxes, insurance etc. shall be available in the vehicle for checking by the Company, the absence of which shall attract a penalty of Rs. 500.00 per occasion per vehicle.

4.5 Drivers driving the vehicles should have valid driving license, shall be well dressed in uniform (to be provided by the Contractor at his own cost) and good mannered having full knowledge/idea about road, place & traffic rules etc. Failure of driver to wear uniform will attract a penalty of Rs.100.00 per occasion per vehicle. No driver shall be deployed below the age of 21 Years and more than 58 Years.

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

#### **5.0 OBLIGATIONS OF THE CONTRACTOR**

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

5.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicles and operations envisaged under this contract including liability under the Statutory Act or any other. 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 contract shall have to be performed by the Contractor only and shall be his/her/their sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her/their 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 contract in the area of operations of the Company.



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

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

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

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

5.7 The Contractor will keep the Vehicles at the Company's site/yard as directed by the Company's Engineer at the end of the day's work. The Contractor found violating this will be liable for breach of contract.

5.8 The Contractor must provide the vehicles for duties in time on any particular day as per the instructions of the company's representative. In the event of failure to adhere to the foregoing or in the event of unauthorized release of the vehicles before completion of the normal duty hours, the vehicles shall be treated as shutdown and will attract penalty for each such failure.

5.9 The Contractor should ensure that the driver/supervisor (as applicable) are available for round the clock operations. During off-days or leave period of the regular drivers/crew, proper replacement as per contractual requirements must be provided. In the event of failure to do so would tantamount to a default, in which case penalty shall be deducted from the Contractor as per provision of this contract.

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

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

5.12 The Contractor shall operate the service envisaged under this contract in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Contractor shall abide by the Company representative's instructions always and ensure continuous uninterrupted service on day-to-day basis.

#### **6.0 Particulars, specifications and instruction to the Contractor**

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

6.2 The Vehicles described/set out in this contract must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Act, 1988 and other norms set out by competent authority.

6.3 The vehicles must all times be comprehensively insured against all risks and also registered and must possess valid permit etc. as raised by the law.

6.4 The driver(s) must possess valid and relevant licenses with experience in carrying out similar jobs.

6.5 The Vehicles must be registered with the RTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's representative in this regard as and when required by him/her/them.

6.6 The Vehicles must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the company.

6.7 The Contractor must ensure timely renewals of all licenses and permits within the due dates.

6.8 The Vehicles must be maintained in first class job worthy, sound mechanical condition along with availability of all tools, slings etc.

6.9(a) Speedometer and kilometer gauges must be maintained at a high standard of accuracy. Any defects noticed by the Company's representative at any point of time must be rectified forthwith by the Contractor at his/her/their own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's representative/user of the vehicle. The Company's decision in this regard shall be final and binding on the Contractor.

6.9(b) Monthly payments shall be regulated according to the corrected readings.

6.10 All employees of the Contractor who are deployed under this service contract must observe the security and safety rules of the company. Any individual found to be objectionable from security consideration must be replaced forthwith by the Contractor.

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

#### **7.0 RIGHTS OF COMPANY'S REPRESENTATIVE:**

7.1 Company's representative may check the vehicles and all the relevant documentation such as Registration, Fitness certificates and licenses. Such inspection/test shall be

carried out entirely at the Contractor's risk and cost. If the vehicles are found deficient or defective in any manner, these will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's representative.

7.2 The Company's representative shall arrange for allocation of the vehicles' duty to the various areas/locations.

7.3 Upon deployment of the vehicle to a specified site the vehicle shall have to be provided by the Contractor to the satisfaction of the Company's representative/user.

7.4 The Company's representative shall have power amongst others as follows:

a) Allocate the jobs to be carried out on a daily basis for the vehicles and regularly monitor the same.

b) Instruct the Contractor from time to time for inspection as may be necessary for the proper and adequate services and for keeping such records as are deemed necessary.

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

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

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

f) Instruct the Contractor to keep the vehicle at a specified place within the Company's premises areas.

g) Instruct the Contractor to utilise the services beyond the normal working hours.

h) Instruct the Contractor to undertake authorized jobs at specified location(s).

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

j) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely. Instruct the Contractor to remove the vehicle, in respect of which the defects as afore stated which have been detected upon inspection/test periodically by the company, which have remained unrectified.

k) Instruct the Contractor to remove the vehicle in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.

l) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the speedometer and kilometer readings are found to be defective.

m) Instruct the Contractor to furnish the names of all operators and crew with full particulars at the time of commencement of the service or on any occasion when such driver(s) / crew are required to be replaced for any reason.

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

**8.0 SERVICE CONDITIONS :** The Contractor shall commence to provide regular and continuous service by placing the vehicle as per this agreement.

8.1(a) In case of accidents and consequent non-availability of vehicle, pro-rata fixed charges will be deducted but the same will not attract penalty if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor shall be required as mandatory in addition to other proof to be submitted and accepted by the Company Representative. However, this will not be applicable in case of;

(i) Accidents caused by rough/rash driving/operation or because of negligence of operator engaged.

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

(b) In case of accidents or otherwise leading to damage/breakdown of the vehicle the time required to repair and place back the vehicle into company' service shall be decided by the Company's representative which shall be final and not alterable. On expiry of such allotted time, pending placement of vehicle(s) penalty will be recovered in addition to the deduction of pro-rata fixed charges.

(c) In case of Bandhs, Rasta Roko, Strike etc. called by other organisation if the vehicle is not available for operations due to absence of operator or otherwise the vehicle will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided penalty will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation.

## **9.0 TERMINATION:**

9.1 In the event of the Contractor's failure to place the vehicles in due time or render proper services as per terms of this contract, the Company reserves the right to terminate the contract in full or partly. This service contract shall stand terminated and Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

9.2 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this contract in whole or in part, if the Contractor fails to perform any of his/her/their obligations under this agreement or if the Contractor does not cure/remedy his/her/their failure/defects immediately upon receipt of notice from the Company or during any such time as the Company may advise in writing. Company will not pay any damage or compensation on account of such termination except for payment then due to the Contractor towards successful operations till the date of termination.

9.3 In the event of Company terminates the contract in whole or in part pursuant to clause No. 9.2, the Company may hire, upon such terms and in such manner as may deem appropriate similar services and in such cases the Contractor shall be liable for any

excess costs incurred by the company in this regard. However, the Contractor shall continue performance of the Contract to the extent not terminated.

9.4 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which occurred or will occur thereafter to the Company.

9.5 The Company may issue written notice to the Contractor to 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 from which such termination becomes effective, will be at least 15(fifteen) days after the date of the notice of termination. If the Company exercise this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.

#### **10.0 PAYMENT TO THE CONTRACTOR**

10.1 The Contractor will have to submit their bills in triplicate at the beginning of each calendar month for the services rendered against the calls of the previous month. The bills must be accompanied by the duty slip (as enclosed vide PROFORMA-L) duly filled and complete in all respect and certified by the user. Bills accompanied by incomplete duty slips will not be processed and any delay in payment arising out of the same shall be attributable to the Contractor.

10.2 Bills submitted by the Contractor will be crosschecked by the Company with the records maintained by the Company. Wherever discrepancies are found the company will have right to make necessary corrections in the bills submitted by the Contractor before certifying the same for processing payment.

10.3 The Company will make payment on monthly basis against satisfactory and successful completion of service of each call subject to adjustment/deduction as necessary as per the provisions of the contract, and shall pay within 30 (thirty) days from the date of receipt of undisputed bill in respect of all vehicles deployed during the month.

#### **11.0 STATUTORY OBLIGATIONS OF CONTRACTOR:**

The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the vehicles envisaged under the 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 Contractor only and shall be his/her/their sole responsibility.

12.0 **DURATION:** The terms of this Service Agreement shall be for a period of 02(two) years tentatively commencing on **01.1.2021** and expiring on 31.12.2022 which later date of this agreement shall stand terminated without requiring any notice from either party to the other. If so desired, the company may extend the said service agreement for a further period of up to one year at the same rates, terms and conditions if the services are found to be satisfactory and the /Contractor shall have no option to refuse such extension.

**13.0 SPECIAL INSTRUCTIONS:**

- (a) "ON OIL DUTY" should be marked on the number plates of all the vehicles deployed for regular duty.
- (b) The Contractor should instruct the drivers to pay parking fee and toll fee on duty and the same can be claimed for reimbursement along with monthly bill by submitting relevant bills.
- (c) All vehicles should have valid permits of both Andhra Pradesh and Pondicherry state during the contract period.
- (d) Contractor should instruct the drivers to drive at safe driving limits on highway.
- (e) Contractor should pay the wages including overtime, if any, of the drivers engaged for Company duty through account payee cheque. A copy of wage payment register and declaration by the Contractor of having paid the wages and overtime to the drivers should be submitted along with the monthly bill.
- (f) The Contractor should provide the desired vehicle during the contract period.

**END OF SECTION -II**

## SECTION – III

### SPECIAL CONDITIONS OF CONTRACT

#### **1.0 ASSOCIATION OF COMPANY'S PERSONNEL**

1.1 Company may depute more than one representative to act on its behalf for overall coordination and operational management. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor, monitor the services so as to ensure timely/orderly execution of obligations of the Contractor under the Contract. He shall also have the authority to oversee the execution of the Contract by the Contractor and to ensure compliance of provisions of the contract.

1.2 There shall be free access to the vehicles provided by the Contractor during operations and idle time by Company's representatives for the purpose of observation/inspection in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

#### **2.0 PROVISION OF PERSONNEL AND FACILITIES**

2.1 The Contractor shall provide competent and experienced Driver (s) for the services as per provision of this contract. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Driving license, Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data, if and when asked by the Company's representative.

2.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation, vacation, salaries and all amenities, termination payment at no charge to the Company.

#### **3.0 INSURANCE**

3.1 Contractor shall arrange comprehensive insurance to cover all risks in respect of the vehicles and personnel/driver belonging to Contractor or its sub-contractor during the currency of the contract.

3.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:

- a) Comprehensive workmen compensation insurance as required by the laws of the country of origin of employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits as per Indian Insurance Regulations.

3.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request and provided the same is permissible as per India Insurance Regulations, in which case additional cost shall be to Company's account.

3.4 If any of the above policies expire or is cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then Company may renew/replace the same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by Contractor hereunder for any reason whatsoever, loss/ damage claims resulting therefrom shall be to the sole account of Contractor.

3.5 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract.

3.6 All insurances taken out by Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on Company.

#### 4.0 **LIABILITY**

4.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

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

4.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

4.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

4.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless



Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.

4.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

4.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

4.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servant, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

## **5.0 CONSEQUENTIAL DAMAGE**

5.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

## **6.0 WITH-HOLDING**

6.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:

- (a) For non-completion of jobs assigned as per Section-II of Part-3.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and

Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

(j) With-holding will also be effected on account of the following :

i) Garnishee order issued by a Court of Law in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

6.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

6.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

## **7.0 APPLICABLE LAW**

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

7.1 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 Minimum Wages Act, 1948.

b) The Workmen's Compensation Act, 1923.

c) The Payment of Wages Act, 1963.

d) The Payment of Bonus Act. 1965.

e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.

f) The Employees Pension Scheme, 1995.

g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).

h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.

i) Act related to Uttar Pradesh/Delhi Taxes.

j) GST Act.

k) Customs and Excise Acts and rules framed thereunder

## **8.0 MISCELLANEOUS PROVISIONS**

8.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

8.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other

duly constituted authority which may be applicable to the services and with such rules and regulations of 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, regulations or bye-law.

**END OF SECTION -III**

## SECTION-IV

### SCHEDULE OF RATES

1.0 Bidders must indicate charges and rates in the prescribed Price Schedule Format (Proforma-A) for all categories of vehicles in the following manner:

(a) Charges for Regular requirement (12 hrs. daily with AC on) of 01(one) number of 1 (one) Number of Mahindra Marazzo/Xylo 2nd Variant Model or equivalent.

The fixed charges quoted should be inclusive of minimum wage payable to driver as per Minimum Wage Act, all applicable taxes, statutory levies, insurance, uniform, over-time payable beyond the period of 8 hrs. upto 12 hrs. every day, tools, spares, lubricants etc

(b) Charges for Duty up to minimum 12 hours and 150 KM with AC on:

Bidders are to quote rate per Trip for hiring vehicles for a minimum period of 12 hours and minimum running of 150 KM per occasion. For operation of the vehicle beyond 150 KM or for Operation beyond 12 hrs., extra charges will be paid to the contractor as mentioned in PROFORMA-A.

(c) Night Halt Charge:

Bidders are to quote night halt charge per night, which will be paid to the contractor if the vehicle is required to stay overnight and the same should include expenses of the driver excepting 'overtime'.

2.0 All the above charges against the tender should include rentals, all applicable taxes and duties (**excluding GST**), insurance, wages, transport etc. of the driver/supervisor and their other emoluments, which the Contractor will have to provide at all times essentially for the uninterrupted operation of the services envisaged under this contract. The Contractor shall have to ensure full compliance with Motor Vehicle Act 1988, Motor Transport Workers Act 1961 and Rules framed there under, all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of services which must include minimum wages as per the aforesaid acts, statutory/weekly offs, holidays, overtime, annual leave, uniforms, safety gears 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 the same, if any, will be borne entirely by the Contractor. The fixed charges payable under this contract shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this contract due to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor and deemed to be included in the fixed charges per month.

3.0 Payment will be made for actual running of Kilometers and hours of utilization as per the Schedule of Rates. Calculations shall be made on pro-rata basis up to the nearest half an hour and Kilometers will be rounded-off to the nearest whole number.

4.0 **Adjustment of Rates due to Change in Fuel Price:** The Rates shall remain firm throughout the duration of the Contract. However, in the event of any change in Petrol/Diesel price in Bhubaneswar during the currency of the contract, per KM rates in the contract shall be adjusted (increased/decreased) by 0.3% (zero point three percent) for every 1% (one percent) of increase or decrease of fuel price at Bhubaneswar. The base rates of fuel for this purchase will be the rates prevailing at Bhubaneswar on the date of Bid Closing.

5.0 Parking charges/toll charges/Interstate entry tax shall be reimbursed by OIL at actual against documentary evidence of such payments.

6.0 No charges will be paid to the contractor for running of vehicle(s) from garage to the point of reporting and from point of dropping to garage or for waiting in the airport/railway station due to late arrival of flight/train.

7.0 When the same vehicle is used for dropping and pick-up, the driver will be entitled to 'extra charges' as per PROFORMA-A, as applicable for the extra time during dropping and picking-up.

8.0 Bidder must fill-up and submit checklist vide Proforma-M and submit the same with Technical Bid

**END OF SECTION-IV**

**END OF PART-3**

**PART-4**  
**PRICE BID FORMAT**  
**TENDER NO.-CBI4904P21**

**Description of the Services:** Hiring of Passenger Transport Services on (i) regular basis and (ii) on call basis as and when required, for OIL's operations in BEP, Bhubaneswar for a period of 2(two) years extendable by 1 year at same rates, terms and conditions:

Sl. No.	Services	Unit	Estd. Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
<b>CATEGORY -A</b>					
<b>1</b>	<b>01 (One) no. of Mahindra Marazzo/Xylo 2<sup>nd</sup> variant Model or Equivalent not more than 2 years old for 12 hrs. duty</b>				
a	Fixed Charge	Month	24		
b	Running Charge	Km	96,000		
c	Overtime beyond 12 hrs duty	Hr	2,000		
d	Night Halt Charges	No	75		
<b>TOTAL ESTIMATED COST FOR CATEGORY -A (EXCLUDING GST)</b>					
<b>CATEGORY-B</b>					
<b>2</b>	<b>On Call Basis for 12 Hrs duty &amp; 150 Km</b>				
A(a)	<b>Indigo or Maruti Dezire or equivalent vehicle not more than 2 years old</b>	Trip	600		
b	Extra Km charge beyond 150 Km	Km	3,000		
c	Overtime beyond 12 hrs duty	Hr	400		
B(a)	<b>Mahindra Marazzo or Xylo or equivalent vehicle not more than 2 years old</b>	Trip	150		
b	Extra Km charge beyond 150 Km	Km	3,000		
c	Overtime beyond 12 hrs duty	Hr	200		
C(a)	<b>Innova/ Honda City or equivalent vehicle not more than 2 years old</b>	Trip	150		
b	Extra Km charge beyond 150 Km	Km	2,000		
c	Overtime beyond 12 hrs duty	Hr	200		
D(a)	<b>Altis/Fortuner or equivalent vehicle not more than 2 years old</b>	Trip	20		
b	Extra Km charge beyond 150 Km	Km	500		
c	Overtime beyond 12 hrs duty	Hr	100		
<b>TOTAL ESTIMATED COST FOR CATEGORY -B (EXCLUDING GST)</b>					

GST payable by Company extra on the above quoted rates for the services in %: \_\_\_\_\_

**Notes:**

- a) The quantities given in the Price Bid Format (PROFORMA-A) against each item are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the total estimated value for each category of service. However, to determine the lowest bid, total estimated contract cost (sum of categories A and B) shall be considered.
- b) The estimated quantities indicated in PROFORMA-A against each item is for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual.
- c) The bidder has to quote as per above formats i.e. PROFORMA-A, failing which the offer will be considered as incomplete and will be straightway rejected.
- d) All duties and taxes, Corporate Income taxes and other levies payable (except GST) by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. GST will be chargeable extra as applicable.

**Signature of the authorised person:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the bidder/contractor:** \_\_\_\_\_

**BID FORM**

**To  
Oil India Limited,  
Bay Exploration Project,  
Idco Towers(3<sup>rd</sup> Floor),  
Janapath,Bhubaneswar-751022,  
Odisha, India**

Sub: **Tender No. : CBI4904P21**

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within ( ) days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**Signature of the authorised person:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the bidder/contractor:** \_\_\_\_\_



**CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC**

We \_\_\_\_\_ (Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the e-portal containing the Techno-commercial Bid.

**Signature of the authorised person:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the bidder/contractor:** \_\_\_\_\_

**STATEMENT OF NON-COMPLIANCE**

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

**Signature of the authorised person:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the bidder/contractor:** \_\_\_\_\_

**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 as per above format and submit along with their techno-commercial bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**FORM OF PERFORMANCE BANK GUARANTEE**

**To:  
Oil India Limited,  
Bay Exploration Project,  
Idco Towers(3<sup>rd</sup> Floor),  
Janapath,Bhubaneswar-751022,  
Odisha, India**

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

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

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

We also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

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

This guarantee is valid until the date \_\_\_\_\_ (90 days after the Contract completion date).

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

- A. Issuing Bank:
  - BANK FAX NO:
  - BANK EMAIL ID:
  - BANK TELEPHONE NO.:
  - IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note: If Bank Guarantee is submitted towards 'Performance Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.**

**CONTRACT FORM**

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

WHEREAS, the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may require.

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

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer No. \_\_\_\_\_ submitted by the Contractor against Company's Tender No. \_\_\_\_\_.

WHEREAS, Contractor has accepted Company's Letter of Award (LOA) vide their letter no. \_\_\_\_\_.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the LOA and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of Contract,
  - (b) Section-II indicating the Scope of Work/Terms of Reference,
  - (c) Section-III indicating Special Conditions of Contract,
  - (d) Copy of LOA
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

IN WITNESS thereof, each party has executed this contract at Bhubaneswar, Andhra Pradesh, India as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**AUTHORISATION FOR ATTENDING BID OPENING**

TO

Date: \_\_\_\_\_

**OIL INDIA LIMITED,  
Bay Exploration Project,  
Idco Towers(3<sup>rd</sup> Floor),  
Janapath, Bhubaneswar-751022,  
Odisha, India**

Sir,

**Sub: OIL's Tender No. CBI4904P21**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder/Contractor:**

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

**PROFORMA OF BID SECURITY (BANK GUARANTEE)**

To,

**OIL INDIA LIMITED  
Bay Exploration Project,  
Idco Towers(3<sup>rd</sup> Floor),  
Janapath, Bhubaneswar-751022,  
Odisha, India**

WHEREAS, (Name of Bidder) ..... (hereinafter called “the Bidder”) has submitted their Bid No. .... dated .....for the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, Bay Exploration Project, Bhubaneswar(hereinafter called the “Company”)’s IFB No.....

KNOW ALL MEN by these presents that we (Name of Bank) ..... having our registered office at ..... (hereinafter called “the Bank”) are bound unto the Company in the sum of (.....)\* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

SEALED with the common seal of the said Bank this ..... Day of ....., 2020.

SIGNATURE AND SEAL OF THE GUARANTOR.....  
Name of Bank & Address.....  
Witness .....  
Address.....  
-----

(Signature, Name and Address)  
Date.....  
Place.....



- The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
- The Date of Expiry of Bank Guarantee should be 120 days after the bid closing date as stated in the tender document

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.**

**PROFORMA LETTER OF AUTHORITY**

**TO**

**Head Project (KGB & BEP)  
Bay Exploration Project,  
Idco Towers(3<sup>rd</sup> Floor),  
Janapath, Bhubaneswar-751022,  
Odisha, India**

Sir,

Sub: OIL's Tender No.: **CBI4904P21**

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

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

Yours Faithfully,

Signature: \_\_\_\_\_  
Name & Designation: \_\_\_\_\_  
For & on behalf of: \_\_\_\_\_

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

\*\*\*\*\*

**INTEGRITY PACT**

Between

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

And

----- hereinafter referred to as “The Bidder/Contractor”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for **Services against Tender No. CBI4904P21**. 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 Organisation “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 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award

processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

#### **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.

D. MISHRA  
SR. OFFICER (C&P)  
**(For the Principal)**

**(for the Bidder/Contractor)**

Place: Bhubaneswar

Witness 1 : .....

Date: 21.08.2020

Witness 2 : .....

**FORMAT FOR 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..... (Name of the Bidder) for the last three(3) completed accounting years upto .....(as the case may be) are correct.

<b>YEAR</b>	<b>TURNOVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :  
Signature



**OIL INDIA LIMITED  
BHUBANESWAR**

**DUTY SLIP  
FOR HIRED VEHICLES**

VEHICLE REG. NO.	DATE OF DUTY
MAKE OF VEHICLE DIESEL/PETROL	PLACE TO REPORT
VINTAGE OF VEHICLE	TIME TO REPORT
DRIVER'S NAME	NAME OF USER
MOBILE NUMBER OF DRIVER	MOBILE NUMBER OF USER

<b>Category of Vehicle-</b>		
<b>Indigo/Dezire or equivalent</b>	<b>Altis/Fortuner or equivalent</b>	<b>Innova/Honda City or equivalent</b>
<b>Marazzo/Xylo or equivalent</b>		
<b>SERVICES AS PER PRICE SCHEDULE:</b>		
<b>DETAILED USAGE</b>		
	<b>Meter Reading</b>	<b>Time</b>
Starting at Garage		
When Reporting		
When Released		
Closing at Garage		
<b>Total</b>	<b>KM(Garage to Garage)-</b>  <b>KM(Reporting to Release)-</b>	<b>Hrs.</b>  <b>(Reporting to Releasing time)</b>
<b>Pick-up &amp; Drop Duty:</b>		
	From (place)	To (place)
Fixed point to point		

Sign & Seal of Contractor

Signature of User

-----  
**REQUISITION FOR NEXT DAY:**

NAME..... PLACE OF REPORTING.....

TIME OF REPORTING..... SIGNATURE .....

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No. CBI4904P21**

To,

**Head Project (KGB & BEP)  
Bay Exploration Project,  
Idco Towers(3<sup>rd</sup> Floor),  
Janapath, Bhubaneswar-751022,  
Odisha, India**

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**CHECKLIST**

<b>Sl. No.</b>	<b>PARAMETERS/REQUIREMENTS</b>	<b>BIDDER RESPONSE</b>	<b>REMARKS IF ANY</b>
1	Whether bid submitted under single stage Composite Bid System?	YES/NO	
2	Whether the digital signature used for signing is of "Class - 3" with Organizations name ?	YES/NO	
3.	Whether ORIGINAL Bid Security (not copy of Bid Security) enclosed with the offer? If YES, provide details	YES/NO	
	(a) Amount :		
	(b) Name of issuing Bank :		
	(c) Validity date :		
4.	Whether offered firm prices?	YES/NO	
5.	Whether quoted offer validity of 90 days from the date of closing of tender?	YES/NO	
6.	Whether quoted as per Tender (without any deviations)?	YES/NO	
7.	Whether any deviation is there in the offer?	YES/NO	
8.	Whether deviation separately highlighted?	YES/NO	
9.	Whether Price Bid submitted as per Price Schedule PROFORMA-A ?	YES/NO	
10.	Whether all the items of tender quoted?	YES/NO	
11.	Whether confirmed to submit PBG as asked for in NIT?	YES/NO	
12.	Whether agreed to submit PBG within 30 days of Award of Contract?	YES/NO	
13.	Whether the bidder has experience of executing SIMILAR services in PSUs / Central Govt./ State Govt. Organizations or Enterprises or Private firms/ companies during the last 7 (seven) years to be reckoned from original bid closing date for 01(One) similar work costing not less than Rs.27.50 Lakhs.	YES/NO	(Furnish details separately in a Tabular form indicating contract No., value, work commencement and completion dates, organization, contact details etc. with supporting documents)
14	Whether the bidder/firm contractor/firm has annual financial turnover of at least Rs.16.50 lakhs in any of the preceding 3 (three) financial years reckoned from the original bid closing date.	YES/NO	(Furnish details as per Proforma- K)
15	Whether the bidder/firm Net worth is positive for the preceding financial/accounting year.	YES/NO	(Furnish details as per Proforma- K)
16.	Whether all BRC/BEC clauses accepted?	YES/NO	
17.	Whether confirm to accept all clauses of Integrity Pact?	YES/NO	
18.	Whether duly signed Integrity Pact enclosed?	YES/NO	

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**END OF PART-4**