OIL INDIA LIMITED (A Govt. of India Enterprise)
Contract & Purchase Department (Rajasthan Field)
2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
Phone-0291-2729472, Fax: 0291-2727050
E-mails: ravi_chaudhary@oilindia.in

Dated: 30.12.2025

FORWARDING LETTER

Sub: Tender No. CJI0960P26 for Hiring of service for Renovation and upgradation of various infrastructure facilities inside OIL House and Guest House, including civil, electrical, IT, and fire safety works

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

In connection with its operations, OIL invites **Local Competitive Bids (LCB)** from experienced and established firms / contractors for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE COMPOSITE BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" One complete set of Bid Document covering OIL's IFB for above works is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

i.	OIL's Tender No.	:	CJI0960P26
ii.	Type of Bid	:	**Composite bid System**
iii.	Bid Closing Date & Time	:	20.01.2026 at 11.00 hrs (IST)
iv.	Technical Bid Opening Date & Time	:	20.01.2026 at 15.00 hrs (IST)
v.	Price Bid Opening Date & Time	:	20.01.2026 at 15.00 hrs (IST)
vi.	Bid Opening Place	:	Office of GM (C&P), Oil India Limited, Jodhpur, Rajasthan
vii.	Bid Validity	:	Bids shall remain valid for **120 days** from the bid closing date
viii.	Bid Security/EMD Amount	:	**INR 1,69,000.00**
ix.	Bid Security/EMD Validity	:	(Minimum 165 days from original bid closing date i.e., Up to 04.07.2026) **Note:** In exceptional circumstances, OIL 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). A Bidder may refuse the request. The Bidder granting the request will neither be required nor permitted to modify their bid.
x.	Original Bid Security to be submitted	:	GM-C&P, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Oil India Limited
xi.	Amount of Performance Security	:	10 % of Total Contract Cost (Out of which 2.5% to be submitted as Performance security Deposit and 7.5% shall be kept as retention money from running bill)
xii.	Validity of Performance Security	:	03(Three) months from date of expiry of contract/defect liability period, whichever is later.
xiii.	Defect Liability	:	As mentioned in Clause No. 21 of Special Conditions of Contract (SCC)
xiv.	Mobilization Time	:	7 Days from issuance of Work Order
xv.	Duration of Contract	:	Six (06) Months
xvi.	Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	:	As mentioned in Clause No. 22 of Special Conditions of Contract (SCC)
xvii.	Area of Operation	:	OIL HOUSE & OIL GUEST HOUSE-Jodhpur
xviii.	Integrity Pact	:	**Integrity Pact (Annexure-A1) has to be** signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.
xix.	Last Date of receipt of Queries		**08.01.2026** Bidders must submit any queries related to the tender within this stipulated time and OIL will not be liable to respond to any queries received after the stipulated deadline.
xx.	Queries to be sent on the email ID:	:	**ravi_chaudhary@oilindia.in**
xxi.	Extension of Bid Closing Date	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances
xxii.	Submission of Check list		Bidders have to mandatorily submit a duly filled **CHECKLISTS FOR BEC-BRC/PQC** and other relevant technical criteria along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and

			will not be considered for further evaluation.
xxiii.	Bid to be Submitted	:	Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal **a)** 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 b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration / incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

2.0 **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 have been signed by the bidder's authorized signatory who signs the Bid.

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

3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's 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.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. "**Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

3.2 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 eTendering the DSC token should be connected to your system.

3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for

uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.

3.4 For participation, applicants already having User ID & Password for OIL's EProcurement 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 registration system in EPortal.

3.5 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit OIL's ETender site - **https://etender.srm.oilindia.in/irj/portal.**

3.6 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

3.7 Parties who do not have a User ID, can click on Guest login button in the ETender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in and esupport@oilindia.in, Ph.: 0374- 2807171/7192.

3.8 The link for OIL's E-Procurement Portal is available on OIL's web site (**www.oilindia.com**).

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

4.1 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

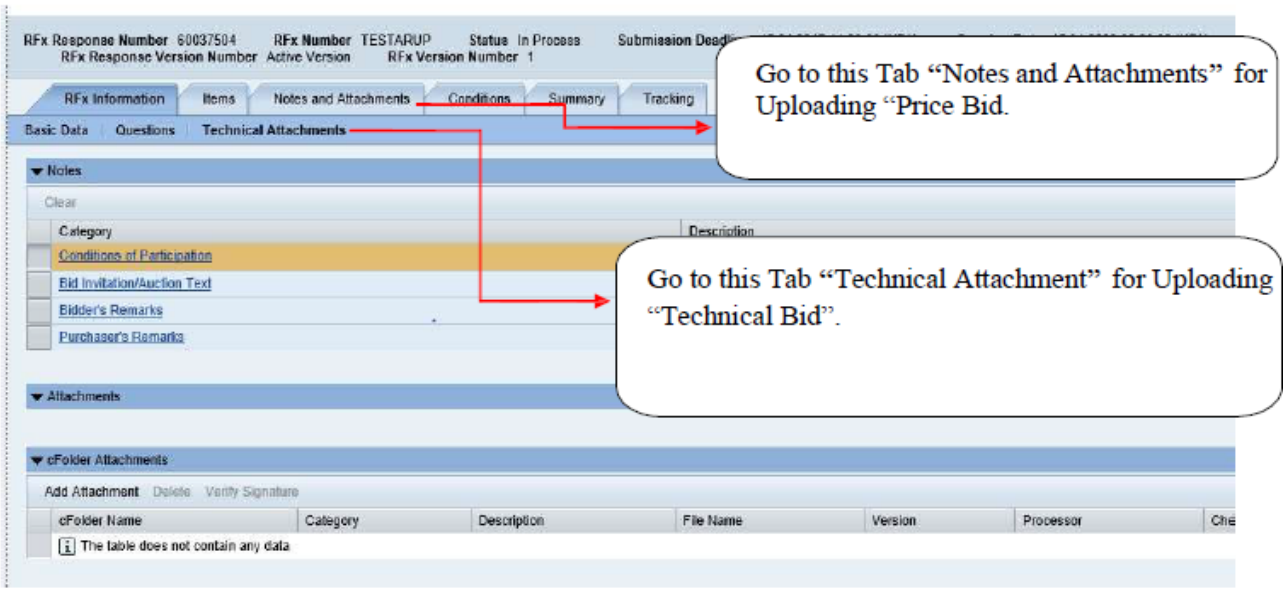
4.2 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

4.3 **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. The bidder has to submit an undertaking in this regard as per attached PROFORMA-L

4.4 **PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website.

The bidder shall submit an undertaking/declaration as per **Proforma- M** confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

5.0 SCREENSHOTS:



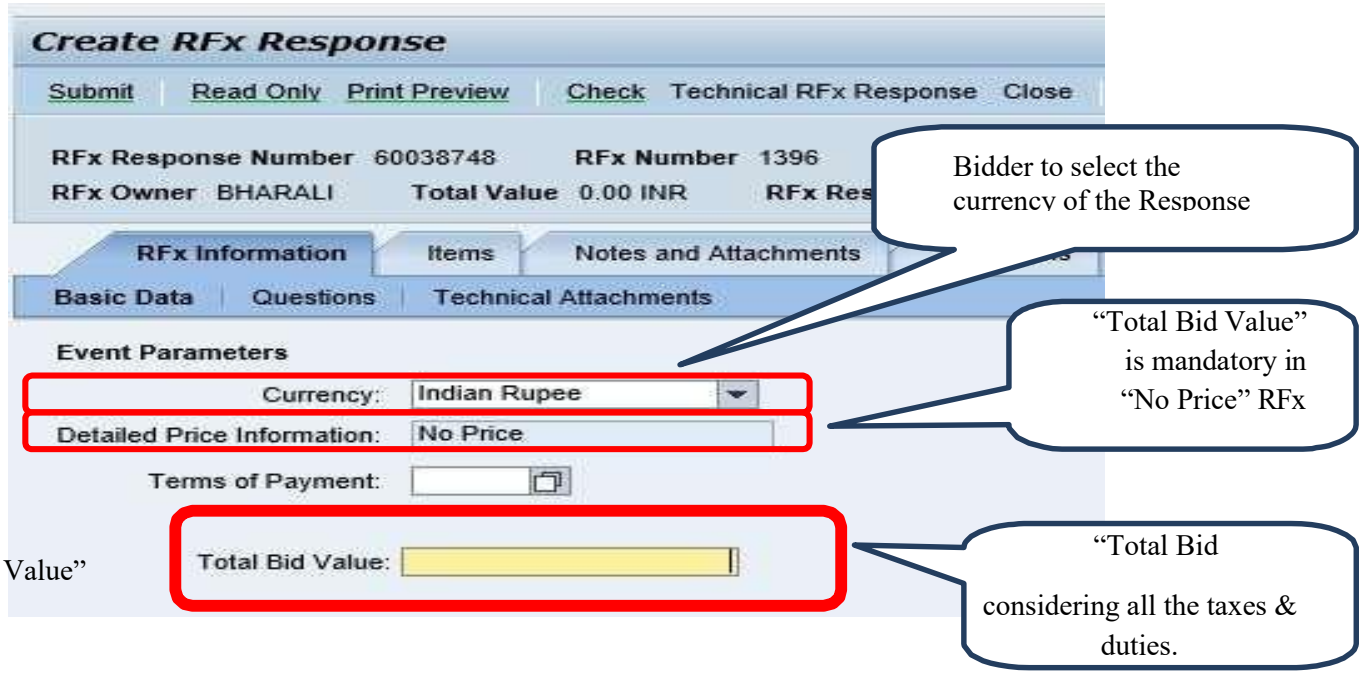
On **"EDIT"** Mode, bidders are advised to upload **"Technical Bid"** and **"Priced Bid"** in the respective places as indicated above:

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.

6.0 **<u>Maintenance of Total bid value in the Response</u>:** For convenience of the Bidders and to improve transparency, 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 **is "No price",** the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, **Bidders must upload their pricing as per the "Price Bidding Format" under "Notes & Attachment".** Additionally the bidders must fill up the on-line field **"Total Bid Value" under Tab Page"RFx Information"** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



Value"

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e- tender portal amongst the Techno-Commercially qualified bidders 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" under "Notes & Attachments" tab page.

7.0 **Exemption from submission of bid security:**

In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a. **PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender). Hence, exemption from submission of bid security against MSE Units is not applicable for this tender.**

b. Central as well as State Government Departments and Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

8.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

Yours faithfully,
OIL INDIA LIMITED

(Ravi Chaudhary)
MANAGER (C&P)
FOR GENERAL MANAGER (C&P-RF)
FOR EXECUTIVE DIRECTOR (RF)

Section-I

INSTRUCTIONS TO BIDDERS

1.0 **Eligibility of the bidder:**

1.1 The eligibility of the bidders are listed under Bid Evaluation Criteria (BEC), SECTION – II of the Bid document.

1.2 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.

2.0 **Bid Documents:**

2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

a) Tender Forwarding Letter
b) Instructions to Bidders
c) Bid Evaluation Criteria (BEC), (SECTION – II)
d) General Conditions of Contract (GCC), (SECTION-III)
e) Special Conditions of Contract (SCC), (SECTION – IV)
f) Price Bid Format, (Proforma-B)
g) Bid Form, (Proforma-C)
h) Statement of Compliance, (Proforma -D)
i) Form of Bid Security (Bank Guarantee Format) (Proforma-E1)
j) Proforma of "Insurance Surety Bond" For "Bid Security (Proforma-E2)
k) Form of Performance Bank Guarantee (Proforma-F1)
l) Proforma Of "Insurance Surety Bond" For "Performance Security"(Proforma-F2)
m) Agreement Form, (Proforma-G)
n) Proforma Letter of Authority, (Proforma-H)
o) Authorization for Attending Bid Opening, (Proforma -I)
p) Format for Certificate of Annual turnover & Net Worth (Proforma -J)
q) Integrity Pact, (Annexure-A1)
r) Undertaking of authenticity of information/documents submitted (Proforma -L)
s) Declaration That Bidder Is Not Under Holiday List (Proforma – M)
t) Undertaking For Bidders Financial Standing, (Proforma -N)
u) Certificate of compliance to financial criteria, (Proforma -O)
v) Land Border (Exhibit, I, II and III)
w) Commercial Check List (Proforma -H)
x) Checklist for BEC (Proforma- II)

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

2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 **Transferability of bid documents:**

3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited bids 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(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 **Preparation of Bids**

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

5.2 Bidder's/Agent's Name & address:

5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.3 Documents comprising the bid:

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

(A) **Technical Bid (to be uploaded in "Technical Attachments" tab)**

a) Complete technical details of the services offered.

b) Documentary evidence established in accordance with **Clause 9.0 hereunder.**

a) Bid Security (scanned) in accordance with Clause 10.0 hereunder.

b) Statement of compliance as per **Proforma–D**.

c) Integrity Pact digitally signed by OIL's competent personnel as **Annexure-A1**, attached with the bid document to be digitally signed by the Bidder.

f) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway

(B) **Price Bid (to be uploaded in "Notes and Attachments" tab**)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

a) Price Bid Format as per Proforma-B

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.0 **Bid Form:** The bidder shall complete the Bid Form and upload the same along with their technical bid.

7.0 **Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the **price bid format (Proforma-B) available in OIL's E-Tender Portal under "Notes & Attachment" Tab**. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, etc. and other Cess/levies payable by the successful bidder 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, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 **Currencies of bid and payment**: As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.

9.0 **Documents establishing bidder's eligibility and qualifications**:
These are listed in BID EVALUATION CRITERIA (BEC), SECTION – II of the Bid document.

10.0 **Bid Security:**

10.1 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 10.8.

10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per PROFORMA-E1) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at Jodhpur. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately Bid Security can also be paid through Insurance Surety Bond **(Format enclosed as Proforma-E2)** Bank Draft/ Cashier's Cheque/ Banker's Cheque/ Fixed Deposit Receipt (Account OIL INDIA LIMITED)/ irrevocable Letter of Credit/ NEFT/ RTGS /Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Jodhpur.

ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to either of the following designated OIL's bank accounts:

ii.	Bank Details of Beneficiary: Oil India Limited, Rajasthan Field	
a	Bank Name	State Bank of India
b	Branch Name	Jodhpur
c	Branch Address	High Court Branch, Jodhpur
d	Bank Account No.	10827354741
e	Type of Account	Current Account
f	IFSC Code	SBIN0000659

Note: If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Techno-Commercial Bid documents.

iii. **Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG):** Bidders can submit the e-BG from any of the following banks:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank

4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG:

Details of Beneficiary		
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	ravi_chaudhary@oilindia.in
E	Local Address	Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan
F	Registered address	Duliajan, Dibrugarh, Assam-786602

Note: In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the scanned copy of the same should be submitted along with technical bid. **Security should be valid for a minimum period of 165 days from the original bid closing date.**

10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.

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

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

10.6 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 24.0** below is furnished.

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

10.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original/extended validity.

b. If the bidder modifies/revises their bid suo-moto within its original / extended validity.

c. If the bidder does not accept the order/contract.

d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

e. If 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.

10.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

10.10 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.

10.11 The Bank Guarantee issuing bank branch must ensure the following.Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid. The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

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

[Tender Number should reflect in the SFMS text under "MT 760 / MT 760 COV].

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

The following is the Bank details of OIL, Rajasthan Field for obtaining Bank Guarantee:

	Bank Details of Beneficiary	
A	*Bank Name*	*ICICI BANK LTD.*
B	*Branch Name*	*DULIAJAN*
C	*Branch Address*	*KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602*
D	*IFSC Code*	*ICIC0000213*
E	*Unique identifier code (Field 7037)*	*OIL503988890*
F	*Company name*	*Oil India Limited*
G	*Swift Code*	*ICICINBBXXX*

11.0 **PERIOD OF VALIDITY OF BIDS:**

11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive**. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 10.0 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.

12.0 **Signing & submission of bids:**

12.1 Signing of bids:

12.1.1 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 with Organization's Name [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 Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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.

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.

12.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-G) shall be indicated by written Power of Attorney accompanying the Bid.

12.1.3 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.

12.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

12.2 Submission of bids:

12.2.1 The tender is processed under 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 "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 Bid. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", 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 in one set should necessarily be submitted in physical form in sealed envelope superscribing the Tender No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM (C&P), Oil India Ltd., Rajasthan Field, 2A-District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

a) Printed catalogue and literature if called for in the bid document.
b) Power of Attorney for signing of the bid digitally.
c) Any other document required to be submitted in original as per bid document requirement.

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

12.3 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-C of the bid document and the same should be uploaded along with the Technical Bid.

12.4 Timely delivery of the documents in physical form as stated in Para 12.2 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 Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.

Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

13.0 **Deadline for submission of bids:**

13.1 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. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

13.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before the bid closing date and time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

14.0 **Late Bids:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much 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.

15.0 **Modification and withdrawal of bids:**

15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

15.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

15.3 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.

16.0 **Extension of bid submission date:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

17.0 **Bid opening and evaluation:**

17.1 Company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Introduction. However, an authorization letter (as per PROFORMA-H) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

17.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

17.3 Bids which have been withdrawn pursuant to clause 15.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

17.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

17.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

17.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

17.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

17.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

18.0 **OPENING OF PRICED BIDS:**

18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

18.2 In case of two-bid system, Company will open the Priced Bids of the technocommercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.

18.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

18.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

19.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BEC-BRC of the Tender Documents.

19.1 Discounts / rebates

19.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

19.1.2 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.

20.0 **Contacting the company**

20.1 Except as otherwise provided in Clause 17.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.5.

20.2 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.

21.0 **Award of contract**

The Company will award the Contract to the successful Bidder 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 reserves 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 the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

24.0 **Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 30 (Thirty) days from the date of issue of Letter of Award (LOA).

24.1

a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-E1**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at Jodhpur. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Jodhpur.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to either of the following designated OIL's bank accounts:

iv.	Bank Details of Beneficiary: Oil India Limited, Rajasthan Field	
a	Bank Name	State Bank of India
b	Branch Name	Jodhpur
c	Branch Address	High Court Branch, Jodhpur
d	Bank Account No.	10827354741
e	Type of Account	Current Account
f	IFSC Code	SBIN0000659

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG): Bidders can submit the e-BG from any of the following banks:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank

6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG:

Details of Beneficiary		
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	ravi_chaudhary@oilindia.in
E	Local Address	Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan
F	Registered address	Duliajan, Dibrugarh, Assam-786602

No other mode of payment will be accepted by the Company. The Performance Security shall not earn any interest to the bidder from the Company.

24.2 Performance security may be submitted in the form of Insurance Surety Bonds as per the **proforma E2.**

24.3 Performance Security shall not accrue any interest during its period of validity or extended validity.

24.4 The Bank Guarantee issuing bank branch must ensure the following:

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

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

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

[Tender Number should reflect in the SFMS text under "MT 760 / MT 760 COV]

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602

24.5 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

24.6 The Performance Security Deposit will be refunded to the Contractor after 03 (three) months of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

25.0 **Signing of contract**

25.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

25.2 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.

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

26.0 **Credit facility:**

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

27.0 **Mobilization and advance payment**

27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

27.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

27.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

28 Integrity pact:

28.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-A1 of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

28.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

i. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail: **rpawar61@hotmail.com**

ii. Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General ForeignTrade, Ministry of Commerce
E-mail: ved60prakash@gmail.com

iii. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush
E-mail: **ams057@gmail.com**

29 Local conditions:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

30 Specifications:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

31 GOODS AND SERVICES TAX:

31.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST / UTGST or IGST) is applicable.

31.2 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in the Price Bid Format.

31.3 **Where the OIL is entitled to avail the input tax credit of GST:**
OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws &rules should be timely filed by supplier with requisite details.

The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

31.4 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules / regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and / or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including GST.

31.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

31.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

31.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

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

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

the same will be considered for evaluation of bid as per evaluation methodology of tender document.

31.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e., the goods covered under List-34 of Customs Notification no. 08/2022 dated 13/07/2022 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

31.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

31.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative/ blacklisted, then the bid may be rejected by OIL.

END OF SECTION – I

SECTION – II

BID EVALUATION CRITERIA(BEC)

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

1.0 TECHNICAL EVALUATION CRITERIA:

1.1 The bidder must have experience of successfully executing/completing following similar nature of works during the last seven (7) years, to be reckoned from the original bid closing date, in Central / State Government / PSUs / Nationalised Banks / Public Limited Companies

At least (01) one similar nature of work valuing not less than **INR 67,44,847.00.**

OR

At least (02) two similar nature of work valuing not less than **INR 42,15,529.00.**

OR

At least (03) three similar nature of work valuing not less than **INR 33,72,423.00.**

Notes to BEC Clause 1.1 above: "Similar Works" shall mean Construction/Renovation / refurbishment / upgradation of office buildings or administrative buildings, including civil works such as dismantling, flooring, wall finishing, false ceiling, carpentry, doors & windows, etc. along with associated electrical, plumbing, sanitary and allied works:

1.2 For proof of requisite Experience (refer Clause No. 1.1 above), the bidder shall upload soft copy of the documentary evidence in the form of Completion Certificate (in case of completed works) or Partial Completion Certificate (in case of on-going works contract) issued by the employer. The certificate should contain at least following information:

a. Contract document/Work Order showing details of work.

b. Job Completion Certificate(s) or Payment certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work. The submitted document(s) must contain the following:

i. Gross value of work done
ii. Nature of job done and Contract No./Work Order No.
iii. Contract start date and completion date
iv. Period of Contract

1.3 In case of OIL contractors, copy of 'Certificate of Completion (COC)' OR 'Certificate of Payment (COP)' OR 'Service Entry Sheet (SES)' of similar jobs successfully executed during the last seven years from the original bid closing date, showing gross value of job done.

1.4 Following work experience will also be taken into consideration,

a. If the prospective bidder is executing 'Similar Works' which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

b. In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned until the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

c. If the prospective bidder has executed a contract in which Similar Services(s) is a component of the contract.

In case the document submitted as per Para 1.2 above, are not sufficient to establish the value/quantity/period of the Similar Services(s) against Para 1.4 (a), (b) & (c) above, the bidder shall also have to submit the breakup of the works executed under such contract clearly indicating the value / quantity/ period of Similar Services(s) which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

Note:

- Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation.
- Similar Services(s) executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.
- A bidder can submit only one bid against this tender. In case, any other bid is found to be received from the bidder or through any of its constituent members/ combination of its constituent members, or through any other arrangement by the bidder or its constituent members, then in such cases, all such bids shall be straightaway rejected.
- Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 will only be treated as acceptable experience.
- Contract document / Work Order / Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

2.0 FINANCIAL EVALUATION CRITERIA:

2.1 Annual Financial Turnover of the bidder from operation during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 42.15 Lakhs**.

[Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

2.2 **Net worth** of bidder must be positive for preceding financial/ accounting year.

[**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]

Notes:

a) For proof of Annual Turnover & Net worth any one of the following documents must be

submitted along with the bid: -

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-J**

OR

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

Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice.

b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid **as per PROFORMA-O**.

c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

e) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.1 & 2.2.

3.0 COMMERCIAL EVALUATION CRITERIA:

3.1 The bids are to be submitted in Single Stage Composite Bid System i.e., Unpriced T Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or technic must comprise of all the technical documents substantiating the previous experience, finar technical credentials of the bidder and any other document as asked for in the bid documen the Price Bid should contain the quoted price.

3.2 The quantities shown against each item in the BOQ shall be considered for the purpose Evaluation. It is, however, to be clearly understood that the assumptions made in respect quantities for various operations are only for the purpose of evaluation of the bid and the will be paid on the basis of the actual Quantity consumed, as the case may be.

3.3 The price quoted by the successful Bidder must be firm during the performance of the contra not subject to variation on any account except as mentioned in the bid document. A submitted with adjustable price quotation other than the above will be treated as non-resp and rejected.

3.4 **Bid Security** in original shall be furnished as a part of the Techno Commercial Un-priced shall reach the office of GM- C&P, OIL at Jodhpur on or before 11.00 Hrs (IST) on the bi date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procureme along with the Technical Bid. Any bid not accompanied by a proper & valid bid securit

rejected. PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicabl tender (being works contract tender).** Hence, Purchase Preferences allowed as per Go Guidelines in Vogue and exemption from submission of bid security against MSE Unit **applicable for this tender.**

3.5 Bids received through the E-Tender portal shall only be accepted. Bids received in any ot shall not be accepted.

3.6 Bids shall be typed or written in indelible ink.

3.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to corre made by Bidder, in which case such corrections shall be initiated by the persons(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not me requirement shall be rejected.

3.8 Any bid containing false statement will be rejected and action will be taken by Company a Document.

3.9 Bidder must accept and comply with the following clauses as given in the Bid Document failing which the Bid will be rejected: –

i) Firm price
ii) Bid Security
iii) Period of validity of Bid
iv) Price Schedule
v) Performance Bank Guarantee / Security deposit
vi) Delivery / Completion Schedule
vii) Scope of work
viii) Guarantee of material / work
ix) Liquidated Damages clause
x) Tax liabilities
xi) Arbitration / Resolution of Dispute Clause
xii) Force Majeure
xiii) Applicable Laws
xiv) Specifications
xv) Integrity Pact

3.10 Bid received with validity of offer less than 120 (One Hundred Twenty) days from Bid Oper will be rejected.

3.11 The **Integrity Pact** is applicable against this tender. OIL shall be entering into an Integrity the Bidders as per format enclosed vide "**Annexure-A1**" of the tender document. This Inte proforma has been duly signed digitally by OIL's competent signatory. The proforma h returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (di the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uplo Integrity Pact with digital signature will be construed that all pages of the Integrity Pact signed by the Bidder's authorized signatory who sign the Bid. If any Bidder refuses to sign Pact or declines to submit the Integrity Pact, their bid will be rejected.

3.12 **Land Border Sharing:** Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

3.13 **Document Authenticity Undertaking:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the

bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-L.**

3.14 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **Proforma – N** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

3.15 The bidder shall submit an undertaking/declaration as per **Proforma – M**. confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

4.0 PRICE EVALUATION CRITERIA:

4.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.

4.2 The quantities shown against each item in the "Price Bid Format (Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

4.3 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.

4.4 The rates/prices must be quoted in Indian Rupees (INR) only.

4.5 Priced Bids shall be evaluated taking into account the Total Price (including all liabilities and GST) quoted.

4.6 Conditional and unsolicited discounts will not be considered in the evaluation. However, if such a bidder happens to be the lowest recommended bidder, an unsolicited discount without any condition will be considered for computing the contract price.

4.7 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.

4.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made through draw of lots.

4.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered

bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

4.10 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

4.11 If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

4.12 Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to one bidder.

4.13 Price bids of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive shall be considered for evaluation. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

4.14 The bidders must quote their charges/rates in the manner as called in the price.

5.0 GENERAL:

5.1 In case bidder takes exception to any clause of bidding 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. No deviation will however be accepted in the clauses covered under BEC.

5.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under 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 evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.

5.3 If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.

5.4 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

5.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

5.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

5.7 Any exception or deviation to the Tender requirements must be tabulated in “Statement of Compliance” (Proforma-D) by the bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

(END OF SECTION-II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT(GCC)

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

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

a) The "Agreement" means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein

b) The "Agreement Price" means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.

c) The 'Work' means each and every activity described in the Schedule of Work/Specifications, detailed in Proforma-A.

d) "Company" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.

e) "Contractor" means the individual or firm or Company performing the 'work' under this Agreement and its executors, successors and assignees.

f) "Contractor's personnel" means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.

g) "Company Personnel" mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company's personnel. The Company's Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.

h) "Site" means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.

i) "Company's item" means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.

j) "Contractor's item" means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.

k) "Commencement date" means the date on which the Contractor's personnel starts the job as mentioned in the Agreement.

l) "Gross negligence" as used in this Agreement shall mean 'willful and wanton disregard for harmful, avoidable and foreseeable consequence".

WITNESSETH :

1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work of this Agreement in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions which forms part of this of the Agreement.

(b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.

2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-IV of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.

3.0 The Company's engineer shall have power to –

a. Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not upto the required standard, set forth in the Company's standard specifications which have been perused and fully understood by the Contractor.

b. Order the Contractor to remove any inferior materials from the work site and to demolish of rectify any work of interior workmanship, failing which the Company's engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.

c. Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer's opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.

d. Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.

e. Order deviations of this Agreement after obtaining approval from the Company's Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be as per DSR/DAR (Delhi Schedule of Rates / Delhi Analysis of Rates published by CPWD).

4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in **Proforma-B**, if so ordered by the Company at the same rates, terms and conditions.

5.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:

a. The Mines Act.
b. The Minimum Wages Act, 1948.
c. The Workmen's Compensation Act, 1923.
d. The Payment of Wages Act, 1963.
e. The Payment of Bonus Act, 1965.
f. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
g. The Employees' Pension Scheme, 1995.
h. The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
i. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
j. The Rajasthan Tax Act.
k. The Goods and Service Tax Act,2017.
l. Customs Act & Rules.
m. Rajasthan Entry Tax Act.
n. Environment Protection Act.
o. Public Liability Act.
p. Income tax Act.
q. Insurance Act.

or any other Acts or statutes not herein above specifically mentioned having bearing over engagement of Workers directly or indirectly for execution of Work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labourer appointed by the Contractor. Such statutory increase in the wage rates of Contract Labourer shall be borne by the Contractor.

Contractor(s) whoever is liable to be covered under P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this Contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the Contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering employee's & employer's share) with the competent authority under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the final bill.

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

8.0 **Work Completion Time:** The Contractor must commence the work within 7 days of issue of Work Order and the work should be completed within the time period mentioned in the work order. Noncompliance of this time schedule will call for imposition of Liquidated Damages.

9.0 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

10.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

10.1 Perform the work described in the Terms of Reference (Section-IV) in most economic and cost-effective way.

10.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of the Contract, provide all labour as required to perform the work.

10.3 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 the successful and timely completion of the work.

10.4 Contractor shall be deemed to have satisfied himself before submitting their 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, cover all its obligations under the contract.

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

11.0 **GENERAL OBLIGATIONS OF THE COMPANY**: Company shall, in accordance with and subject to the terms and conditions of this contract:

11.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and twenty-four (24) hours workday. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates. These rates are payable when the required condition has existed for a full 24 hours' period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

11.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

11.3 Perform all other obligations required of Company by the terms of this contract.

12.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

12.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

12.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within ten (10) days from the date of issuance of notice without affecting the operation of the company.

12.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field/drilling site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

12.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

13.0 **WARRANTY AND REMEDY OF DEFECTS:**

13.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

13.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

13.3 The Company's engineer shall have power to –

(a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not upto he required standard, set forth in the Company's standard specifications which have been perused and fully understood by the Contractor.

(b) Order the Contractor to remove any inferior materials from the work site and to demolish of rectify any work of interior workmanship, failing which the Company's engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.

(c) Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer's opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.

(d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.

(e) Order deviations of this Agreement after obtaining approval from the Company's Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be as per DSR/DAR.

14.0 **VALIDITY OF THE AGREEMENT:**

The Agreement shall remain valid for a period of Six (06) Months from the date of commencement of works as mentioned in Work Order or completion of works whichever is later.

15.0 **SCHEDULE OF RATES:**

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

16.0 **Liquidated Damages**:

16.1 Time is the essence of this Contract. In the event of the Contractor's default in timely completion of the location or set of jobs under a Work-Order within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of the notional Work-Order value (as assessed by the department for the jobs) per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled completion date as stipulated in the Work-Order. Liquidated Damages shall be applicable on the value of delayed item(s) provided the item(s) delayed are not critical for commissioning and final utilization of the work.

If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the liquidated damages shall be levied at the rate of 1/2% (Half percent) per week of delay or part thereof on the total notional Work-Order value as per internal assessment subject to a maximum of 7.5%. Decision of Engineer-in-Charge shall be binding in this regard.

16.2 Liquidated Damages are to be recovered from the final bill against the work order. In case adequate amount may not be available in the final bill, necessary recovery can be made from previous bill(s) or Performance security submitted by the Contractor.

17.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor herby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.

18.0 **LIABILITY:**

18.1 Except as otherwise expressly provided, neither the Company not its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

18.2 Neither the Company not its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

18.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its 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 and/or their employees when such loss or damage or liabilities

arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

18.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters 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 limited to the Contractor's liabilities agreed to under this Contract.

18.5 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 their 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 or damage and any suit, claim or expense resulting there from.

18.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub- contractors shall have any liability or responsibility whatsoever to whomsoever for injury or 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 there from.

18.7 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.

18.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, 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.

19.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

a. Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

b. Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

c. Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

20.0 **INDEMNITY AGREEMENT:**

20.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub- contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub- contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

21.1 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract Labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract Labour shall be borne by the Contractor.

21.2 The Contractor shall not engage Labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

21.3 Moreover, the Contractor should obtain and produce in advance to commencement of Work all statutory certificates/licenses required for commencement of work against the contract. The Contractor employing 20 (twenty) or more workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.

22.0 **I.B. VERIFICATION REPORT AND SECURITY REVIEW:**
Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

23.0 **FORCE MAJEURE:**

In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionizing, radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy-Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy-two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

24.0 **TERMINATION:**

24.1 **Termination on expiry of the contract**: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

24.2 **Termination of contract for death**: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

24.3 **Termination on account of Force Majeure**: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-22.0 above.

24.4 **Termination on account of insolvency**: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

24.5 **Termination for Unsatisfactory Performance**: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

24.6 **Termination due to change of ownership and Assignment**: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however

under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

24.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

24.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

24.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 24.1 to 24.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

24.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from 24.4 to 24.7.

25.0 SETTLEMENT OF DISPUTES:

25.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

25.2 Resolution of Dispute through SAC:

a. OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b. If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c. Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d. Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

25.3 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

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

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

3. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount. {excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

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

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

7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time)

9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

   a) 20% of the fees if the claimant has not submitted a statement of claim.
   b) 40% of the fees if the pleadings are complete.
   c) 60% of the fees if the hearing has commenced.
   d) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.

12. The seat and venue of the arbitration proceeding shall be New Delhi.

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

a) If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

b) A party wishing to commence arbitration proceedings shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

25.5 **Arbitration (Applicable to Micro, Small and Medium Enterprise)**

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

25.6 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

b) Any claim, difference or dispute relating to, connected with or arising out of OIL's

decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

26.0 **INSURANCE**:

26.1 _CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a. The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b. The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c. The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work

d. The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e. All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

26.2 Deductible:

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

26.3 The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

26.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

26.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the

underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

26.6 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:
"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

26.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

26.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

a. Kinds and amounts of insurance as required herein
b. Details of coverage
c. Insurance corporation or companies carrying the aforesaid coverage
d. Effective and expiry dates of policies
e. That OIL shall be given thirty (30) days written advance notice of any material change in the policy
f. Waiver of subrogation endorsement has been attached to all policies and

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

26.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

26.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

26.11 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

26.12 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

Employees Compensation (EC) Policy or Employer's Liability Policy insurance as required by the laws of the country of origin of the employee.

i. **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations CONTRACTOR required to fulfil the provisions under this Contract.

ii. **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iii. **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

iv. **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

v. **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vi. Any other insurance policy set forth in the SCC.

27.0 **GOODS AND SERVICES TAX (GST) CLAUSES UNDER GCC**

27.1 GENERAL REMARKS ON TAXES & DUTIES:

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

27.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

27.3 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter

referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

27.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

27.5 Where OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.

27.6 Where OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST.

27.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

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

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

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

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

27.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover

interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

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

27.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

27.15 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

27.16 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of GST shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

27.18 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars

a. Name, address and GSTIN of the supplier;
b. Serial number of the invoice;
c. Date of issue;
d. Name, address and GSTIN or UIN, if registered of the recipient;
e. Name and address of the recipient and the address of the delivery, along with the State and its code,
f. HSN code of goods or Accounting Code of services[SAC];
g. Description of goods or services;
h. Quantity in case of goods and unit or Unique Quantity Code thereof;
i. Total value of supply of goods or services or both;
j. Taxable value of supply of goods or services or both taking into discount or abatement if any;

k. Rate of tax (IGST,CGST, SGST/ UTGST, cess);
l. Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
m. Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
n. Address of the delivery where the same is different from the place of supply and
o. Signature or digital signature of the supplier or his authorised representative.

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

i. The original copy being marked as ORIGINAL FOR RECIPIENT;
ii. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
iii. iThe triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

27.19 ANTI-PROFITEERING CLAUSE

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

27.20 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

28 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

28.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

a. which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or

b. which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

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

28.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all

copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

28.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall have held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

28.5 However, the above obligation shall not extend to information which:

i. is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;

ii. is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

iii. is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;

iv. is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

v. Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

29 **CHANGES:**

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

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

30 **SUB-LETTING**: The Contractor shall not sub-let the WHOLE of the Works. Except where otherwise provided by the Contract, the Contractor shall not sub-let any PART of the Works without the written consent of the Engineer-in-Charge and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or Workmen, provided always that the provision of labour on a piece-Work basis shall not be deemed to be a sub-letting under this Clause.

31 **MISCELLANEOUS PROVISIONS**:

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

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

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

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

32 **WAIVER & AMENDMENTS**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

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

34 **DEFECT LIABILITY PERIOD**: "Defect liability period shall be 6 (six) months beyond the date of completion of individual work Orders as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be performed entirely at Contractor's own expenses. In case if such corrective works are not performed within a reasonable time after instructions, the Company at its discretion, may have such remedial works carried out through third party at the risk and cost of contractor. The costs so incurred shall be deducted from contractor's bill or Retention money/ performance security."

35 **INDEMNITY AGREEMENT:**

35.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations

contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

35.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

36 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

37 **WITHHOLDING:**

Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, 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 Tender.
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.

<u>Withholding will also be effected on account of the following:</u>-

i. 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.

iv. Any payment due from Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

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 related to some negligent act or omission on the part of Contractor.

38 **SET OFF CLAUSE:** "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 Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

39 **ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

40 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

40.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the Schedule of Rates. No other payments shall be due from company unless specifically provided for in the Contract.

40.2 MANNER OF PAYMENT: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

40.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

40.4 Not Applicable.

40.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

40.6 Contractor shall submit three (03) sets of all invoices duly super scribed 'Original' and 'Copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

40.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

40.8 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 37.3 above.

40.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

40.10 Payment of final demobilization charges shall be made, if applicable, within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

a. Audited account up to completion of the contract.
b. Tax audit report for the above period as required under the Indian Tax Laws.
c. Documentary evidence regarding the submission of returns and payment to taxes for the personnel engaged by the Contractor or by its Sub-contractor.
d. Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

40.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

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

40.13 Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

41 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

42 **LABOUR:**

42.1 The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

42.2 The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

42.3 The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

42.4 The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations 2017. The Company's representative shall not allow/accept those men who are not provided with the same.

42.5 The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

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

44 **DEMOBILISATION:** The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include equipment/tools/accessories, including the manpower.

45 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

46 ERRING / DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website.

The bidder shall submit an undertaking/declaration as per Proforma-M confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, ~~the~~ bidder shall confirm that neither they nor any of their aforementioned entities have, during ~~the~~ last three years, been involved in any transgression with any company conforming to ~~the~~ Transparency International (TI) approach or with any Public Sector Enterprise ~~of~~ India that could justify exclusion from ~~the~~ tender process. The bidder shall also disclose details of all such allied entities, if any, as required under ~~the~~ Banning Policy~~.~~

47 **JURISDICTION/ APPLICABLE LAWS:** The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in the State of Rajasthan. This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

NOTICES:

Any Notice given by one part 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	**CONTRACTOR**
OIL INDIA LIMITED	.....
2-A District Shopping Center	.....
Saraswati Nagar	.....
RAJASTHAN(INDIA)	.....
Fax No:0291-2727050	.....
Email-mat_rp@oilindia.in	.....

A Notice shall be effective when delivered or on the date as indicated in the Notice, whichever is later.

END OF SECTION-III

SECTION – IV

SCOPE OF WORK/SPECIAL CONDITIONS OF CONTRACT(SCC)

The Clauses of SCC shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

A-SCOPE OF WORK/SPECIAL CONDITIONS OF CONTRACT-CIVIL WORKS

1. **SCOPE OF WORKS:** The scope of work include Renovation and upgradation of various infrastructure facilities inside OIL House/Guest House, including civil, electrical, IT, and fire safety works and various associated civil and electrical works, etc.

2. **SITE LOCATION:** OIL HOUSE, 2A District Shopping Centre, Saraswati Nagar, Jodhpur-342005.

3. **DURATION OF AGREEMENT AND WORK ORDERS:** Six (06) Months

4. **EXECUTION ON ITEM RATE BASIS:** The works shall be carried out by contractor on item rate basis in conformity with the detailed drawing, scope of work, technical specifications, special conditions of the tender documents (including any addition/modification/ alteration/deletion made from time to time therein found essential for completion of works) for civil and all other works unless otherwise specifically mentioned in the line item.

5. **VARIATIONS/DEVIATIONS IN ITEMS, SPECS. & QUANTITIES:** There is no limit in variation of the quantum or values of the individual items. The rates shall remain firm in all the cases. The Engineer-In -Charge may increase or decrease the quantity of individual items to any extent based on costs and technical optimization or any other reason it shall in his opinion be desirable. The contractor shall be responsible for fair rates quoted against individual items irrespective of its quantity or its combination with other items. The rates are deemed to have sufficient profit margins, overhead, site conditions and other uncertainties factors in the project. The Engineer-In-Charge may discard any of the items having unreasonably higher rates quoted than the prevailing market trend and instruct for opting alternate deviated items from CPWD-DSR/BSR or partial substitution from the market or may go for separate third-party independent procurements. The contractor shall not object to the decision in the pretext of gross loss or otherwise. The Engineer-In-Charge may accept minor deviations in the item specifications provided the same is technically acceptable and financially not implicating significant changes in his/her opinion.

6. **FREQUENCY OF BILL PAYMENT:** The mode of payment may not be oftener than monthly.

   Payment of works will be made only when the Engineer-in-charge is fully satisfied with the quality and service ability of the works. Running Bills may not be processed unless substantial tangible jobs are completed, the assessment of such quantum shall rest with the discretion of the Engineer- In-Charge. Contractor has to submit

their claimed measurement details (against completed payable items) in soft copy in spreadsheet (MS excel sheet) to the Engineer-In-Charge in the FORMAT of CMB (Computerized Measurement Book) as generally practised by CPWD or OIL Civil Engineering section. The measurement shall be verified jointly by the contractor and Engineer-In-Charge or his authorized representatives. Subsequently, contractor shall raise invoice against the undisputed measurements along with supporting documents if any for payments.

7. **VARIATIONS/DEVIATIONS IN ITEMS, SPECS. & QUANTITIES:** The quoted rates shall be firm as stipulated in SoQ / Price Bid of this contract. All the rates shall deemed to be quoted after considering various factors such as prevailing site conditions, area remoteness, job scatteredness, socio-environment conditions etc. The bidder also has to take into account of the fact that as the works shall be executed mostly in the office premises where there will be regular office works going on and hence jobs need to be executed in phased manner as per the direction of Engineer-in-charge without affecting the office work. The works shall be carried out by contractor on item rate basis as per Price Bid / Schedule of Quantities (SoQ), in conformity with the detailed drawing, scope of work, technical specifications, special conditions of the tender documents (including any addition/modification/ alteration/deletion made from time to time therein found essential for completion of works as directed by Engineer-In-Charge) for civil and all other works unless otherwise specifically mentioned in the line items.

   Items not listed is regular SoQ / Price Bid but necessary for execution of the works shall be based on CPWD-DSR 2023, to which the contractor shall not refuse. The payment rates for such items shall be adopted flat from the CPWD-DSR 2023 after deduction of flat 18% GST component and then added with contractor's quoted percentage (%) adjustment (markup/discount), but without adjustment for applicable Cost Index or otherwise. The formula for calculation shall be [Contract Rate = (DSR2023/1.18) x (100% +- quoted % markup/rebate)].

   The items specification shall be of nearest possible descriptions with the CPWD-DSR. The interpretation of similarity and decision thereon by the Engineer-In-Charge shall be final and binding.

   Items Rates directly adopted from CPWD DSR as per rate quoted in price bid shall be treated as part of Schedule of Quantity (SoQ), whereas all other non-scheduled rates (NS) shall be treated as supplementary or deviated items.

8. **RATES FOR DEVIATED/SUPPLEMENTARY ITEMS:** Item deviations shall not be permitted in general. However, in case of unavoidable circumstances Engineer-In-Charge may advise for supplementary / deviated items as per job requirements. Such items shall be treated as Non-Scheduled (NS) and the rates shall be analyzed as per CPWD's Delhi Analysis of Rates (DAR-2023) format where the input rates would be the actual cost incurred (without GST component) subject to furnishing of documentary evidence (genuine GST invoice wherever applicable). The basic rates and coefficient wherever applicable shall be as per DSR'2023 without any quoted percentage markup/discount if any. Any other latest schedule of rates (SoR) (e.g, CPWD DSR-Horticulture, Jodhpur PWD-BSR, CPWD DSR-Electrical etc) other than CPWD-DSR 2023(Civil) may also be

used for payment under NS category, provided such item rates are not readily available in SoQ/Price bid.

9. The Engineer-In-Charge may also discard any of the items without citing reasons to the contractor. The Engineer-In-Charge may also ask for the best quality materials amongst the approved list. The contractor shall not contest to the above or ask for justification. The decision of the Engineer-In-Charge shall be final and binding on to the contractor. Payment shall be on actual executed quantities based on the prices mentioned in the Schedule of Rates of the Contract

10. DISCLOSURE OF INPUT COSTS: The contractor may be asked for procurement details of some major items (e.g. cement, false ceiling, tiles, reinforcement, aggregates, masonry blocks, electrical, sanitary) or entire items of the project such as individual invoices of material procurement, source of procurement, transportation, manufacturer's details, materials details, testing certificates (if applicable), details of wage payments to the work-site labourers etc. All original documents shall be maintained by the contractor, and a set of relevant copies self-certified by the contractor shall be submitted to the Engineer-In-Charge, as and when asked.

11. CONTRACTOR's RESPONSIBILITY IN UNDERSTANDING THE CONTRACT: The contractor shall be deemed to have satisfied himself before tendering as to the sufficiency and correctness of his tender for the works and of the rates and prices quoted in the brief specifications, drawings, scope of work and payment (billing) schedule, which rates and prices shall, except as otherwise provided, cover all obligations under the contract and all matters and things found necessary for proper completion and maintenance of the works. It shall be the responsibility of the contractor to incorporate the changes that may be different from the scope of work envisaged at the time of tendering and as actually required to be executed. The contractor has quoted his rates after clearly studying the scope of work given in Tender Documents availed by him by downloading from the website or made available to him at the tendering stage itself and getting fully satisfied with the various items and technical intricacies involved in the work under his scope of work as envisaged in the tender. OIL shall not entertain any claim of the contractor on account of error or omission by him in this respect.

12. STATUTORY APPROVALS: For obtaining all other statutory approvals during construction and thereafter, the contractor shall be responsible on behalf OIL or on his behalf unless otherwise parameters are fully dependent on OIL. Necessary liasoining to be undertaken wherever required with no extra claim. All the approvals shall be taken before the scheduled completion period and in any case before the work can be taken over.

13. COMMINUCATION FOR SITE WORKS: In addition to usual written communication, the other mode of retrievable communication such as e-mail, instant messaging services etc. passed on to the contractor or his representatives shall deemed to be valid instruction for the purpose of site related day-to-day activities. However, vital formal communications shall be by way of usual signed formal letters/documents only.

14. SAFETY CODE: Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with BIS guidelines (published in relevant IS codes), CPWD Safety code and any other safety

directives issued by Engineer-In-Charge from time to time. Toolbox meeting / safety briefing shall be conducted with work force before commencement of every hazardous works including works in heights.

15. **ENGAGEMENT OF SPECIALIZED AGENCY:** The Contractor may engage competent and experienced specialized agency (as the case may be) approved by OIL for execution of certain specialised items like Electrical works, IT Works, Auditorium flooring, etc. The Contractor will submit the credentials of the specialized agencies for approval by OIL. However, the entire responsibility towards quantity and quality of the entire project including services shall remain with the main Contractor and no additional payment will be paid on this account**.**

16. **ENABLING WORKS:** Enabling works and other site arrangements shall not be payable. Enabling works shall be as directed by Engineer-In-Charge as per requirement of the project from time to time. The contractor shall comply without claiming for any compensation.

17. **WORK IN MONSOON AND SUMMER:** The Contractor shall maintain the required labour force and execute all works as per schedule. No extra rate will be allowed for work during monsoon. The Contractor must keep the site free from waterlogging at his own cost and ensure all safety measures for workers during extreme summer heat. Any work stoppage due to these conditions must be recorded in the Hindrance Register and countersigned by the Engineer-in-Charge.

18. **WORKING PERIOD AND SHIFTS:** The renovation work shall be carried out in OIL HOUSE, where regular office activities continue during working hours (9:30 AM to 5:30 PM). The contractor must plan and execute all tasks without disrupting normal office functioning and ensure completion within the stipulated timeframe. Overtime and night-shift work may be carried out if required, but no additional compensation shall be provided by OIL. Shift working of up to two shifts per day shall be adopted whenever necessary, and the contractor shall factor this into his quoted rates; no extra claims will be entertained. The contractor shall deploy manpower adequately so that delays do not lead to idle-time or employment-related claims, as OIL will not accept any such claims. The contractor is supposed to deploy multiple teams as per requirement to execute the jobs as per schedule. For executing critical work on Sundays or holidays, the contractor shall obtain written permission from the Engineer-in-Charge at least two days in advance. The contractor shall also ensure the safety of all workers, materials and OIL's office personnel, company's infrastructure, etc throughout the execution of the work.

Note: As the renovation work will be executed within an operational office, the Contractor shall plan and carry out all activities without disrupting ongoing office functions. Accordingly, the Contractor must strictly follow the approved Gantt Chart, deploy adequate teams, and work during night hours or holidays whenever required. The detailed work plan shall be prepared in advance and approved by the Engineer-in-Charge. No extra claim/payment shall be made to the contractor in this regard. The contractor is supposed to have quoted the rates by taking into account such considerations.

19. **RESPONSIBILITY FOR LEVEL AND ALIGNMENT:** The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or

imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

20. **COORDINATION AMONGST VARIOUS WORKS:** There will be instances where more than one agency/team is working at the same time at the site. The contractor shall always remain bound to co-ordinate with the agencies/teams, deployed for the above works, including providing free access and making required provisions for them in execution of works pertaining to their portion of works. He shall also remain bound to ensure uninterrupted progress of work by these agencies in a peaceful and smooth manner. He shall also remain bound to make the required changes / additions / alterations in the works done by him to accommodate the items under the scope of work of such other agencies deployed by OIL. The contractor is deemed to have made the estimated allowances in this respect while quoting his rates at the tendering stage.

21. **DEFECT LIABILITY:** The defect liability for the property and all the items shall be 6 months from the date of actual completion or end of Work Order period whichever is later unless otherwise specifically mentioned. However, in case of specialized items where such period mentioned/requirement is higher than 6 months, higher period will be applicable.

22. **LIQUIDATED DAMAGE (LD):** Time is the essence of contract. During the currency of the job, the work progress must commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 0.5% per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work.

If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 0.5% per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The certificate by Engineer-In-Charge as to the criticality or otherwise of an item shall be final. The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

23. **INSURANCE:** The contractor shall arrange at his own cost 'Contractor's All Risk' (CAR) Policy and any other policy pertaining to the project for value and coverage as deemed necessary by Engineer-In-Charge. The other insurance clauses mentioned in the GCC are not applicable for this job.

24. **PROJECT SCHEDULE AND TRACKING:** A Project Gantt Chart has been attached with the tender document as Annexure-I (Civil). The contractor is required to submit a signed copy of the said Gantt chart after the award of the contract and must abide by the same throughout the contract. In certain cases, the EIC may in his/her discretion can order for any deviation in the Gantt chart which the contractor has to oblige. However, the entire work must be completed within the specified time limit (06 months). The contractor shall execute the works so as to complete the works within

the stipulated completion time for each individual activity as per the approved GANTT CHART.

25. TECHNICAL MANPOWER: The contractor shall depute on project manager for the overall management of the work. Besides this, domain engineers (electrical, IT engineers, etc) shall be deputed from time to time as per requirement. The contractor should ensure to the extent possible that same engaged personnel remain till end of the project. In exceptional case of repatriation, the contractor shall ensure replacement personnel immediately within next day. The personnel shall be available during all shifts of working time. However weekly one day off may be permitted subject to approval of Engineer Incharge. The above shall not absolve the obligations of the contractor. All risks and liability shall remain with the contractor.

26. SECURED ADVANCE: Not applicable for this tender.

27. ORDER OF PRECEDENCE OF DOCUMENTS: The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract (GCC) and other conditions of the tender documents. In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

a. Work Order (for start and end dates)
b. Deviation Orders / Site Order Book
c. Schedule of Quantities /Descriptions in line items
d. Approved / Revised drawings/RFC Drawings
e. Statutory directives
f. Technical specifications in this contract
g. Special Condition of Contract.
h. Relevant B.I.S. Codes
i. Latest CPWD/Specifications

28. ACTIONS ON NON-COMPLIANCE OF WORKS: The contractor shall complete the work within the time specified by the Engineer-In-Charge failing which the company shall have the right to get the work done by any other means. Unless otherwise specified, such notice period shall be 7 days from the date of receipt of such instruction. In case the contractor exhibits:

a. Underperformance with slow progress
b. Delivering poor workmanship/materials
c. Non-compliance of the instructions
d. Abandons the Agreement
e. Any other disobedience affecting the interest of the job,

Then the Engineer-In-Charge shall have the right to get it executed through any other agency on behalf of the contractor on nomination basis at the risk and cost of the contractor. Such works through third party may be on higher than the contract rates, to which the contractor shall not have any claim whatsoever. The cost incurred by OIL for such works will be recovered from the outstanding bills of the contractor or from his security deposit with the Company.

29. MEASURMENT: Engineer-in-charge shall, except as otherwise provided, ascertain and determine measurement and the value in accordance with the contract work done. All measurement of all items having financial value shall be entered in Computerized Measurement Book (CMB) and/or level field book so that a complete

record is obtained of all works performed under the contract. All site measurements wherever applicable shall be taken jointly by OIL and the contractor. Certain works may be derived from the drawings unless deviation recorded/observed at the site by the Engineer-In-Charge. Contractor signing on the CMB or SES pages is deemed to be acceptance of the payable quantities. If the contractor or his authorized representative does not remain present at the time of measurements after the contractor has been given a notice of 1 day in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by Engineer-In-Charge shall be deemed be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels. All work to be measured as per latest IS standards with up-to-date corrections.

30. DRAWINGS: The tentative drawings are attached in the tender document for reference of contractor. However, during execution of the jobs certain changes pertaining site requirement may happen which would result in modification of the drawings. Moreover, the actual working drawing shall be released time to time during execution of the jobs. In certain cases due to site requirements the modification or amendment in drawing will be required and the same will be done by OIL time to time. The contractor shall abide with all such modification and amendment and shall not object to the proposed changes.

31. APPROVED MAKES/MODELS: The list of approved makes and model has been annexed with the tender document (Annexure-II (Civil). However, this list is not sacrosanct. The Engineer-In-Charge shall also have the discretion to adopt item from other makes not listed in 'Approved Makes' but within the same range as, on finding better technical specification retaliation /reliability /suitability factors in the un-listed items.

From approved item list, irrespective of the market prices, the Engineer-In-Charge may ask for best of the options from amongst the approved lists. Contractor is deemed to have quoted rates considering higher range products. On not finding satisfactory in quality at the time of execution, the Engineer-In-Charge may also discard/reject any of the items even though the same listed in approved make. At the time of execution, when an item is not approved by the Engineer-In-Charge on quality/technical ground, the contractor shall not insist on to supply such less costing inferior material as a matter of their contractual rights, even though the same was of approved make mentioned in this contract document.

32. TECHNICAL SPECIFICATION OF WORKS: Unless otherwise specifically mentioned in SoQ or elsewhere in this contract, all the technical specifications shall be guided by:

1. **CPWD SPECIFICATIONS 2019 (VOL. 1 & 2)**

Published DIRECTOR GENERAL, CPWD, New Delhi

For details visit:-https://cpwd.gov.in/

2. Relevant **INDIAN STANDARD (IS) CODES** Published by Bureau of Indian Standards, New Delhi

For details visit:-https://bis.gov.in/

3. National Building Code.

33. DETAILS OF RENOVATION WORKS: Broadly, the following renovation/construction jobs are planned to be executed by the contractor:

A. Renovation of Atrium/Reception Area of OIL House:

i. Dismantling of existing floor tiles and replacing them with new tiles of approved make, colour and pattern.
ii. Painting/texture painting of walls, ceilings, etc., as per the direction of the Engineer-in-Charge.
iii. Supply and fixing of MS frame structures for indoor vertical gardens.
iv. Wall panelling of the reception desk area and emergency exit gate as per the design approved by OIL.
v. Supply and fixing of wall frames of different sizes in the area.
vi. Supply and installation of planters of various sizes as directed by the Engineer-in-Charge.
vii. Providing and fixing backlit logo and acrylic OIL logo in the area.
viii. Any other work in the area as required by the Company.

Note: A tentative drawing for the work has been attached for reference

B. Renovation of Auditorium of OIL House:

i. Dismantling of wooden flooring/chairs and repairing the underlying floor with cushioning work, wherever required.
ii. Fixing of engineered wooden flooring with skirting material of approved make and colour.
iii. Supply and fixing of wall cladding using wooden panels, PVC louvers and acoustic sheets of approved finish as per the approved design.
iv. Construction of a raised wooden platform of approved finish at the front side of the hall.
v. Providing and fixing wooden flush doors with sunmica finish and necessary fixtures.
vi. Providing and fixing wallpaper of approved shade and colour.
vii. Dismantling of existing false ceiling and installation of new false ceiling with ceiling lights and air conditioners.
viii. Supply and fixing of wall frames, backlit logo and acrylic logo as per the instructions of the Engineer-in-Charge.
ix. Painting of walls/ceilings with approved colour, texture and shade.
x. Supply and fixing of window curtains/blinds of approved colour and design.
xi. Any other work in the area as required by the Company.

Note: A tentative drawing for the work has been attached for reference

C. Renovation of Kitchen and Cafeteria of OIL House:

i. Dismantling of existing wall tiles, floor tiles, kitchen counter, cabinets, false ceiling, etc.
ii. Fixing of tiles on floors and walls of approved make, design and colour.
iii. Supply and fixing of modular kitchen, granite counters, sinks, brick partition works and associated accessories.
iv. Supply and fixing of false ceiling.
v. Installation of aluminium partition door.
vi. Painting of walls/ceilings with approved colour, texture and shade.
vii. Supply and fixing of window curtains/blinds of approved colour and design.
viii. Providing and fixing wallpaper of approved shade and colour.
ix. Supply and fixing of wall frames, backlit logo and acrylic logo as per the instructions of the Engineer-in-Charge.

x. Supply and fixing of MS frame structures for indoor vertical gardens.
xi. Any other work in the area as required by the Company.

Note: A tentative drawing for the work has been attached for reference

D. Renovation of Conference Room of OIL House and OIL Guest House:

i. Painting of walls/ceilings with approved shade, design and texture.
ii. Fixing of wooden wall panelling of approved texture and finish.
iii. Supply and fixing of wall frames, backlit logo and acrylic logo as per the instructions of the Engineer-in-Charge.
iv. Providing and fixing wallpaper of approved shade and colour.
v. Supply and fixing of window curtains/blinds of approved colour and design.
vi. Providing and fixing wooden flush doors with sunmica finish and necessary fixtures.
vii. Any other work in the area as required by the Company.

Note: A tentative drawing for the work has been attached for reference

E. Construction of Office Space on Second Floor (Open Terrace) of OIL House:

i. Dismantling of existing doors, windows, stonework, tiles, etc.
ii. Construction of seating/office space involving RCC work, brickwork, mild steel works, etc.
iii. Construction of aluminium façade matching the existing office exterior.
iv. Installation of false ceiling and floor tiles.
v. Painting of walls/ceilings with approved colour, texture and shade.
vi. Fixing of wooden wall panelling of approved texture and finish.
vii. Providing and fixing wallpaper of approved shade and colour.
viii. Supply and fixing of window curtains/blinds of approved colour and design.
ix. Supply and fixing of wall frames, backlit logo and acrylic logo as per the instructions of the Engineer-in-Charge.
x. Construction of wooden shelves as directed.
xi. Any other work in the area as required by the Company.

Note: A tentative drawing for the work has been attached for reference

F. Renovation of Washrooms/Toilets of OIL House (All Floors):

i. Dismantling of existing doors, tiles, false ceiling, sanitary fixtures, etc.
ii. Installation of new sanitary fixtures of approved make along with aluminium/wooden doors.
iii. Construction of granite counter and under-cabinets for washbasin areas.
iv. Painting of walls/ceilings with approved colour, texture and shade.
v. Installation of false ceiling and wall/floor tiles.
vi. Supply and fixing of large-size wall mirrors.
vii. Dismantling of existing sewerage lines and laying of new drainage lines for each floor separately through the existing utility shaft.
viii. Any other work in the area as required by the Company.

G. Other Renovation Works:

i. Replacement of Main OIL Logo Display Board of OIL HOUSE.
ii. Construction of glass cubicles/cabins for departments (if required).

34. ROYALTY CESS FOR MINOR MINERAL USAGE: The Royalty charges, including DMFT, and RSMET charges shall be governed by Rajasthan Minor Mineral

Concession Rules-2017. The contractor shall inform to the Engineer-in Charge about his mode for payment of royalty cess to the government authorities, before commencement of the contract. Incase, the contractor opts for flat deduction of royalty charges from his running bills, the Short-Term Permit (STP) from the Mines Dept, Rajasthan shall have to be submitted by the contractor to the company.

35. HEALTH, SAFETY AND ENVIRONMENT GUIDELINES:

This clause shall supersede all Health, Safety and Environment clauses, as mentioned in General Conditions of the Contract (GCC), or mentioned else anywhere in the contract. The contractor shall abide by following HSE guidelines:

i. Proper training on Safety hazards and job knowledge shall be imparted to the labourers / technicians engaged by them to conduct work in a safe manner.
ii. New assignment of work unfamiliar to the labourers / technicians engaged by them shall NOT be given without proper introduction as to the hazards both to himself / herself and his / her fellow workers.
iii. Smoking shall not be permitted at all by us in the hazardous areas.
iv. No labourer / technician engaged by them shall be permitted to remain at work under the influence of any intoxicating beverage, even to the slightest degree.
v. No labourer below the age of 14 years shall be employed for carrying out any job.
vi. Labourer(s) / technician(s) engaged by us shall use proper PPEs as per the requirement of job.
vii. Construction Materials viz. Cement, MS rods etc. shall be stored, stacked and handled in a well-planned manner to prevent deterioration and ensure preservation of their quality and suitability for the work. Materials should be stacked on well drained, firm and unyielding surface in a manner so as not to constitute a hazard to local habitants / passers-by.
viii. Except for fuel in the tanks of the operating equipment, no inflammable material shall be stored within 30 m of any other existing well on the well-plinth.
ix. Labourer(s) / technician(s) engaged shall use proper PPEs(namely: Safety Boots/Gum Boots/Safety Helmets/Gloves/Safety Harness (for working in height above 1.8m) as per the requirement of job.
x. Standard warning road signs as approved by Indian Road Congress should be provided at all curves of the approach road of the well-plinth, wherever required.
xi. All excavation works shall be planned and the method of excavation and the type of support required shall be decided in consultation with the Site Engineer or Engineer-in-charge.
xii. Proper Reporting of Near-Miss incidents to the Engineer-In charge.
xiii. Adequate illuminance has to be ensured in case of night work.
xiv. The contractor shall ensure that no detrimental effects are caused by any of their construction activity to the surrounding environment

Annexure-I (Civil)
GANTT CHART

	Job Details	Monthly Schedule											
		1st Month		2nd Month		3rd Month		4th Month		5th Month		6th Month	
	Auditorium Renovation												
	Reception Renovation												
	Cafeteria Renovation												
	Conference Renovation												
	Const. Of Office Spaces												
	Toilet Renovation												
	Miscl other works												

Contractor **Oil India Ltd**

Annexure-II (Civil)

TENTATIVE LIST OF APPROVED MAKE/MODEL

S l	Items	Approved Make/Model
1	**Portland Cement (OPC-43/PPC)**	UltraTech, ACC, JK Lakshmi, Shree, Dalmia, Ambuja,Wonder, Binani, Lafarge, India Cement, JSW, Jaypee, Birla
2	**TMT Steel**	Tata, Gallant, Vizag, Kamdhenu, SAIL , Jindal , SRMB
3	**Structural Steel Sections**	Jindal,Tata, SAIL, JSW, Bhushan, RINL, ESSAR,
4	**Vitrified / Ceramic tiles**	Kajaria, Somany, Simpolo, AGL, HR Johnson, CERA, Nitco
5	**Acrylic Emulsion Paint**	Asian Paint (Apcolite) or equivalent from Berger, Nerolac
6	**Glass**	Saint-Gobain, Guardian Glass
7	**Glass Film**	3M
8	**Tiles**	HR Johnson, Kajaria, Somany, AGL, Nitco, CERA
9	**False Ceiling/Partition**	Armstrong, Aerolite, Saint Gobain
10	**UPVC Windows**	OkoTech, Fenesta, Kommerling ,LG , Hausys
11	**Synthetic Enamel Paint**	Asian Paint (Apcolite) or equivalent from Berger, Nerolac
12	**Wall Putty**	Birla White, Asian Paint, Dr.Fixit, Dulux, JK Cement
13	**UPVC/CPVC Pipes & Fittings**	Astral, Ashirwad, Finolex, Apollo
14	**Acrylic Exterior Paint**	Asian Paint (Ultima Duralife) or Equivalent to Berger, Nerolac
15	**Aluminum Section**	Hindalco, Jindal, Nalco
16	**Bathroom Fittings**	JAQUAR, KOHLER, CERA, GROHE
17	**SS Hardware & Fittings for Doors/Windows**	Dorma, Godrej, Hettich, Ozone, Dorset, Harrison
18	**PVC Pipes & Fittings**	Astral, Ashirwad, Finolex, Apollo , Prince
19	**Lamination Sheets**	Merino, Greenply
20	**Flush Door**	Century Ply, Duro, Alpro, Green Ply

21	**Prelaminated Particle Board**	Century ply, Eco board
22	**UPVC Ball Valve**	Astral Pipes, Ashirwad Pipes, Finolex Pipes, Apollo Pipes
23	**Water Proofing Chemicals**	Dr.Fixit-Pidifin2k , Krystallin , LW+ or equivalent from Fosroc/BASF/Sika
24	**GI Pipes**	Tata, Jindal

Note: Model / Make is subject to approval by Engineer-In-Charge at the time of execution, which may vary due to factors such as discontinuity of model, degradation of approved make/models by the manufacturers, availability of variants with same specifications at same price range etc. Unless otherwise, specifically mentioned by the contractor in the quoted rates, the Engineer-In-Charge may choose the best products from approved list. Make/model if already specified against respective items in SoQ shall supersede this table.

B-SCOPE OF WORK/SPECIAL CONDITIONS OF CONTRACT-ELECTRICAL WORKS

1. SCOPE OF WORK

The work shall be carried out as described in Schedule of Quantities (SOQ), specifications, and drawings, BIS/NEC guidelines and as per the instructions by Engineer-in-charge- EIC (electrical), of the Company. This will include supply, storage, laying, installation, jointing and testing, obtaining approvals, testing and commissioning and completion of different electrical works. The scope of work shall cover electrification works of any office building/Industrial house/ residential area or as specified by concerned Engineer in charge. The broad items/activities covered under "electrical works" shall include the supply, installation, testing and commissioning of any or all of the following:

a. Dismantling of Switchboard, power switch sockets before civil works.
b. Point wiring of light points and exhaust fan points (new points as well as re-wiring/ re-fittings).
c. Group controlled wiring, complete in all respects for ceiling lights.
d. Plug points, general power points, etc. including light and power accessories etc., (new points as well as re-wiring/ re-fittings) complete in all respects.
e. All surface/concealed wiring through BIS marked medium/heavy duty PVC Casing capping/conduit, on or through wall, roof, roof beams, false ceiling, floors, cable trays with cover (cable raceways/ cable protectors) etc.
f. Installation of cable raceways (3 channel & single channel as required) & cable protectors for new & rewiring jobs as required.
g. SITC of Cassette Type Split Air Conditioner & Hi Wall split type Air conditioner including all necessary supports, fittings, testing & commissioning complete as required.
h. Sub main wiring from main/sub distribution boards to various final distribution boards/switch boards.
i. SITC of Sub-Main Distribution Boards (TPN DB) and Sub Distribution Boards (SPN DB), as required.
j. SITC Light fixtures (internal & external light fittings)
k. Earthing of all TPN DB, SPN DBs, switchboards etc. With existing earthing network, complete in all respects.
l. SITC of bollard light as replacement.
m. Making power supply (DC) arrangement for automatic faucets & Urinals installed at all toilets on all floors using appropriate size power adapters & 2 PAIR, 0.5 mm dia FRLS/HFFR PVC insulated annealed copper conductor & Breadboard Jumper Wire Male to Female.
n. Laying of RGB Led strip over acrylic slogan characters &/or making glowing slogan characters using neon led light strip.
o. Installation of focus cob light over OIL Logo & other displays.
p. Extra piping & cabling work for split AC of both type as required.
q. All other jobs as instructed by concerned EIC.

2. LOCATION OF SITE AND SITE PARTICULARS

i. OIL House at Jodhpur, Rajasthan
ii. The intending Bidder shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions and job details before submitting the tender. Nonfamiliarity with the site conditions will not be considered a reason either

for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

3. STATUTORY REQUIREMENT FOR WORK

i. The contractor should have valid Electrical Contractor License issued or recognized/endorsed by State Licensing Board. In case license expires during contract period the same shall be renewed by the contractor. The contract may be terminated if the license is not renewed.

ii. In case the contractor/firm does not possess Electrical Contractor License, he/the firm may sign an MoU with another person/firm who/which possesses valid Electrical Contractor License issued or recognized/endorsed by State Licensing Board. In such a case, the partner having the valid Electrical contractor license shall be responsible for executing the electrical portion of the contract as per stipulations detailed in the tender.

iii. Contractor shall employ work persons with valid wireman permit (covering relevant portions), issued/recognized by State Licensing Board to carry out all electrical jobs.

iv. All the certificates/permits/licenses mentioned above shall be valid during contract period.

v. Quality of jobs carried out by the Contractor shall be of high standard and should be as per the norms of BIS, NEC, CEA Regulations and other electrical standards recognized by the company.

4. POWER Supply arrangement

Contractor can draw power from said power point by using its own power extension board having adequate length of power cable along with RCCB+MCB setup or RCBO of appropriate size & rating.

5. SCOPE OF SUPPLY

Company does not envisage supplying any material for this work & contractor shall arrange all materials, instruments, tools and tackles etc. required for execution of the work.

6. SCHEDULE OF QUANTITIES/RATE

i. The quantities shown against the various items are only approximate and may vary to any extent individually subject to relevant clause of General Conditions of Contract. Any increase or decrease in the quantities shall not form the basis for alteration of rates quoted and accepted including where low/high rates have been quoted by the successful bidder.

ii. The Engineer in charge reserves the rights to interpolate or extrapolate the rate for any new item of work not finding a place in the Bill of Quantity, for similar items of lower and/or higher magnitude available in the Bill of Quantity.

iii. In case any activity though specifically not covered in Bill of Quantity description but covered under scope of work/spec./drawing etc., contractor has to carry out the same without any extra claim.

iv. The words “Bill of Quantity”, “BOQ”, “Schedule of Quantity” and “SOQ”, appearing in this document, carry the same meaning.

7. COMPLETION DOCUMENTS

The contractor shall submit 2 copies of **AS BUILT** layout drawings to OIL after completion of the work; no extra cost will be given for this. These complete drawings shall give the following information:

i. Layout of all equipment, switch boards, DB’s etc.

ii. Location of DB’s, Sub-mains, junction boxes & earthing (floor-wise).

iii. Operation & Maintenance Manual, Warranty Certificates, and Test Reports have been handed over.

B-SCOPE OF WORK/SPECIAL CONDITIONS OF CONTRACT-IT WORKS

1. **Scope of work:** This scope involves the installation of network infrastructure components in OIL jodhpur office renovation area to provide LAN and WAN connectivity to the entire area. The equipment to be installed includes network switches, IO faceplates, racks, UTP cables, PVC pipes. The work will also cover the installation and commissioning of the entire network.

2. Equipment and Materials:

The following equipment and materials will be supplied and installed:

Part Code/Item	Description	Qty
L2 Switch	24-Port 1G Ethernet Switch	4
UTP	UTP Cat6 Roll – 305(Meter)	3
IO	Single IO with Face Plate & Back Box	30
Rack	4U Rack	4
RJ 45 connector	Numbers	30
Pvc Pipe	Pvc 20 MM pipe with L bend & T Bend (Meter)	300
Installation charges	Complete Installation Charges	1

3. Technical Specifications of the items to be supplied:

a. L2 switch:

Parameter	Specification
Switch Type	Unmanaged
Ports	Minimum 24 x 10/100/1000 Mbps RJ45 Ethernet Ports
Switching Capacity	Minimum 32 Gbps or higher
Forwarding Rate	≥ 23.8 Mpps (Million packets per second)
MAC Address Table	Minimum 8K MAC addresses
VLAN Support	IEEE 802.1Q VLAN, support for at least 128 VLANs
Spanning Tree Protocol	IEEE 802.1D STP, 802.1w RSTP
QoS	IEEE 802.1p QoS, 4 or more priority queues
Flow	IEEE 802.3x full-duplex flow control

Control	
Power Supply	Internal / External AC Power Adapter (100–240V AC, 50/60Hz)
Operating Temperature	0°C to 50°C
Storage Temperature	-20°C to 70°C
Humidity	10% to 90% non-condensing
Mounting	Desktop / Rack-Mountable (with brackets)
LED Indicators	Power, Link/Activity per port
Standards Compliance	IEEE 802.3, 802.3u, 802.3ab, 802.3x, 802.1D, 802.1Q, 802.1p
Certification s	CE,FCC Class A/B, RoHS Compliant, UL/IEC 60950 or IEC 62368-1 (Safety Standards) - ISO 9001 (Manufacturing Quality),BIS
Warranty and Support	Lifetime new hardware replacement warranty
	Lifetime free latest firmware support

b. 4U Rack

Parameter	**Specification**
Type of Server Racks	Rack Enclosures
Size of Server Rack Enclosure	4U
Depth of the Rack (mm)	Upto 500
Mount Type	Wall mount
Front glass Door	Yes
Type of glass used in front door	Transparent Toughened Glass
Material used for rear door	Steel
Secure Locks	Available
Support cable entry from top or bottom	Yes
Vertical & Horizontal managers	Yes
Number of Fan For Heat dissipation (nos)	1
PDU Power Strips	Available
Warranty (Years)	1

c. IO:

Parameter	**Specification**
Cate 6 Information outlet with faceplate (Single/Dual/Quad) conforming to ANSI/TIA/EIA-568 C.2 latest or ISO/IEC:11801 latest	Yes

Type of information outlet	U/UTP (Unshielded)
Connector type	RJ45
No. of ports (RJ 45)	One port
Dust protection for Face Plate or Information Outlet	Yes
Back Box (3x3 inches)	Yes
Applications: 0BASE-T, 100BASE-TX Fast Ethernet, 1000BASE-T (IEEE802.3) , 100VG-AnyLAN (IEEE802.12), 250 MHz Broadband Video, Voice, T1, ISDN, 155/ 622 Mbps ATM , Power over Ethernet (POE, POE+, 4 PPOE)	Yes
Plug insertion durability	≥ 750 mating cycles

25. **SPECIAL TERMS AND CONDITIONS**

Details of the Service	Hiring of service for Renovation and upgradation of various infrastructure facilities inside OIL House and Guest House, including civil, electrical, IT, and fire safety works
Area of Operation	Oil House & Oil Guest House-Jodhpur
Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:	Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer. (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor. (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis. (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise

	or any other damages resulting from using TReDs platform for discounting their (MSE Vendor's) invoices. **Note:** (i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller). (ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).
ABNORMALLY HIGH UNIT RATES/ ABNORMALLY LOW UNIT RATES (AHR/ALR ITEMS)	Against tender for item-rate contracts where the quoted rate is above (+)/below (-) 50% (Fifty Percent) of Company's estimated rate, such items quoted by the successful bidder shall be considered as Abnormally High Rate/Abnormally Low Rate (AHR/ALR) items. Company reserves the right to negotiate rates of all such AHR items, in addition to any other items of the tender as may be considered appropriate, before award of contract. Also, the successful bidder shall provide the analysis of rates quoted for AHR/ALR items to justify the reasonability, if requested by Company. Bidder shall confirm acceptance to the reduced item rates agreed during negotiation and payment shall be based on the agreed rates. The Contractor shall obtain prior permission from Company's Engineer in-charge/Project Manager (Company's designated officer for job supervision during execution) before executing any quantity in excess, in case the quantities against such AHR items exceed the specified quantities provisioned in the Scheduled of Rate (SOR)/Bill of Quantity (BOQ). Payment of AHR items in excess of quantities stipulated in SOR/BOQ shall be made at the least/lowest of the following rates: (a) Rates as per SOR (quoted/agreed by the contractor) (b) Rate of the item which shall be derived as follows: (i) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses). (ii) In case above rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, materials and labour plus 15% (max) to cover contractor's supervision, profit, overhead & other expenses.
Duration of Contract	06(Six) Months
Mobilization Period:	07(Seven) days from the date of issue of work Order
Performance Bank Guarantee	10 % of Total Contract Cost (Out of which 2.5% to be submitted as Performance security Deposit and 7.5% shall be kept as retention money from running bill) & validity 03(Three) months from date of expiry of contract/defect liability period, whichever is later.

(END OF SECTION – IV)

PROFORMA-B

PRICE BIDDING FORMAT

2 ***(Uploaded as MS-Excel File in GEM Portal under the title 'Price Bidding Format'***

PROFORMA-C

BID FORM

To
M/s. OIL INDIA LIMITED,
C&P Department,
Jodhpur, Rajasthan

Dear Sir,

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 work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 (One Hundred and Twenty) days** from the actual date of 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 _____

Authorised Person's Signature: _____

Name: _____

Designation:_____

Seal of the Bidder:

PROFORMA-D

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

Sub: Hiring of service for Renovation and upgradation of various infrastructure facilities inside OIL House and Guest House, including civil, electrical, IT, and fire safety works

The Bidder shall furnish detailed statement of **exceptions/deviations,** if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: _____

Name:_____
Designation:_____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

Proforma-E1

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s. OIL INDIA LIMITED,
C&P Department,
Jodhpur, Rajasthan,
INDIA, PIN – 342005

WHEREAS, (Name of Bidder)_____(hereinafter called "the Bidder") has submitted their offer Dated_____for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Jodhpur, Rajasthan, India (hereinafter called the Company's) Tender No._____KNOW ALL MEN BY these presents that we (Name of Bank)_____of (Name of Country)_____having our registered office at_____(hereinafter called "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.

SEALED with the said Bank this____day of_____20__

THE CONDITIONS of these obligations are:
1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; 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), 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 any 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.

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: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

(a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

1 [Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

2 The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

(b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

(c) Further correspondence against BG towards Bid Security must contain the Tender Number.

PROFORMA- E2

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s. OIL INDIA LIMITED,** **C&P Department,** **Jodhpur, Rajasthan,** **INDIA, PIN – 342005**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name of Bidder)_____(hereinafter called "the Bidder") has submitted their offer Dated_____for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Jodhpur, Rajasthan, India (hereinafter called the Company's) Tender No._____KNOW ALL MEN BY these presents that we_____(Name & address of the "Insurer")_____having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. .....(Rupees .....only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer

SEALED with the said Insurer this ___ day of_____20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; 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.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

   a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

   b) This Insurance Surety Bond shall remain in force upto_____and any extension(s) thereof; and

   c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this_____day of_____20__at_____.

Witness:	**Issuing Authority:**
.....	.....
(Signature)	(Signature)
.....	.....
Name	Name
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)
	Authorised Vide
	Power of Attorney No.....
	Date.....

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter/Introduction” of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA – F1

FORM OF PERFORMANCE BANK GUARANTEE

To
M/s. OIL INDIA LIMITED,
C&P Department,
Jodhpur, Rajasthan,
INDIA, PIN – 342005

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 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 further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way 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 ----------day of ----------

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: _____

Date:_____

Place: _____

Note:
The Bank Guarantee issuing bank branch must ensure the following:

(a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

1 [Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

2 The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

(b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

(c) Further correspondence against BG towards Performance Security must contain the Contract Number.

PROFORMA-F2

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s. OIL INDIA LIMITED,** **C&P Department,** **Jodhpur, Rajasthan,**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name and address of Contractor)_____(hereinafter called "Contractor") had undertaken, in pursuance of Contact 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 an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 arguments, 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 further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this ISB, and we hereby waive notice of such change, addition or modification.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto_____and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this_____day of_____20__at_____.

Witness:	**Issuing Authority:**
……	……
(Signature)	(Signature)
……..	……
Name	Name
……	……
(Designation with Insurer Stamp)	(Designation & official address)

Authorised Vide

Power of Attorney No……

Date……

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter/Introduction" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA-G

AGREEMENT FORM

This Agreement 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 requires;

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 and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated_____based on Offer No._____dated_____submitted by the Contractor against Company's IFB No._____and the Contractor accepted the same vide Letter No._____dated_____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of_____for Rs._____(being **3% of Contract value).**

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/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 Letter of Intent 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 Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

(a) PART-I indicating the General Conditions of this Contract;

Contd.....P/2

(b) PART-II indicating the Schedule of work, unit, quantities & rates;
(c) PART-III indicating the Special Conditions of Contract;

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 Jodhpur, Rajasthan 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.

PROFORMA–H

PROFORMA LETTER OF AUTHORITY

To
M/s. OIL INDIA LIMITED,
C&P Department,
Jodhpur, Rajasthan,
INDIA, PIN – 342005

Sir,

Sub: Hiring of service for Renovation and upgradation of various infrastructure facilities inside OIL House and Guest House, including civil, electrical, IT, and fire safety works

We_____confirm that Mr._____(Name and address) as authorised 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,

Authorised Person's Signature: _____

Name:_____ **Designation:** _____

Seal of the Bidder:

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.

PROFORMA-I

AUTHORIZATION FOR ATTENDING BID OPENING

Date: _____

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

Sub: Tender No._____

We hereby authorize Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorized Person's Signature: _____
Name: _____
Designation: _____
Seal of the Bidder:

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-J

3 **CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

Sub: Hiring of service for Renovation and upgradation of various infrastructure facilities inside OIL House and Guest House, including civil, electrical, IT, and fire safety works

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto _____are correct.

YEAR	**TURN OVER** In INR Crores	**NET WORTH** In INR Crores

Place:
Date:
Seal:

Membership Code:
Registration No. :
Signature:
UDIN:

Annexure--AI

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Hiring of service for Renovation and upgradation of various infrastructure facilities inside OIL House and Guest House, including civil, electrical, IT, and fire safety works. 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.

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.

(ii) 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.

(iii) 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 the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder~~/Contractor~~

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder 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 subsequent contract execution, if awarded.

(ii) The Bidder 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.

(iii) The Bidder (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) 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.

(iv) The Bidder 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.

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

(3) The Bidder 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 for such reason.

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder 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 2 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 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 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) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other 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 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 undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer 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 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.

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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. 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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

(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 intensions.

.....	.....
For the Principal	For the Bidder/Contractor
	Witness 1:.....
Date : Place :	Witness 2.....

Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

PROFORMA-L

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No._____ Dated _____

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

With reference to our quotation 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 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

Proforma – M

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED

TO,

GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Dear Sir,

Ref: OIL's Tender No. _____

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

a) We, _____ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	**Name**	**Address**	**PAN No.**	**GST No.**	**OIL Vendor Code**

Place: _____

Date: _____

_____
(Name & Signature of the authorised signatory of the bidder)

PROFORMA – N

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,

GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Ref: Hiring of service for Renovation and upgradation of various infrastructure facilities inside OIL House and Guest House, including civil, electrical, IT, and fire safety works

We,_____(name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____
Date: _____

_____
(Name & Signature of the
authorised signatory of the bidder)

PROFORMA-O

ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER

Certificate of Compliance of FINANCIAL CRITERIA

Sub: Annual Maintenance Services to Fire Fighting System at OIL House, OIL Residential Complex, Aravali Club and Hamira Stores for a period of Three Years

Refer Notes to BEC Clause 2.1/2.2 of the Bid Evaluation Criteria

I ……. the authorized signatory(s) of …….
(Company or firm name with address) do hereby solemnly affirm and declare / undertake as under:

The balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited as on the Bid Closing Date.

Place: ……
Date: …….

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

EXHIBIT-I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

We, M/s_____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

We, M/s_____, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

EXHIBIT-III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (ToT)

We, M/s_____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with competent authority.

OR

We, M/s_____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.

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)

PROFORMA-H

COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT-HAND COLUMN.

Sl. No.	**Description**	**Bidder's Confirmation**
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	SAC Code: GST..... %
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is compiled?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quo will be finally converted to Indian Rupees for evaluation).	

12.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract	
13	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14	Confirm acceptance to all terms& conditions of the Tender.	
15	Confirm that all correspondence must be in English Language only.	
16	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	
17	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18	Please indicate the following: (i) PAN No. GST Regn. No.	

Offer ref ..... Dated .....

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature : _____

Name : _____

Designation : _____

Office Stamp : _____

Proforma- II

CHECKLIST FOR BEC/PQC

Bidders to mark (√) **provided** or **not provided** whichever is applicable.

Clause No.	**Clause**	**Confirmation / Compliance**	**Reference in terms of Page no., Annexure etc. of bidder's offer**
	The Bid shall conform generally to the specifications and terms & conditions given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the Scope of work. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.	Yes No	
1.0	**TECHNICAL EVALUATION CRITERIA:**		
1.1	The bidder must have experience of successfully executing/completing following similar nature of works during the last seven (7) years, to be reckoned from the original bid closing date, in Central / State Government / PSUs / Nationalised Banks / Public Limited Companies At least (01) one similar nature of work valuing not less than **INR 67,44,847.00.** **OR** At least (02) two similar nature of work valuing not less than **INR 42,15,529.00.** **OR** At least (03) three similar nature of work valuing not less than **INR 33,72,423.00.** **Notes to BEC Clause 1.1 above: "**Similar Works" shall mean Construction/Renovation / refurbishment / upgradation of office buildings or administrative buildings, including	Yes No	

	civil works such as dismantling, flooring, wall finishing, false ceiling, carpentry, doors & windows, etc. along with associated electrical, plumbing, sanitary and allied works**:**		
1.2	For proof of requisite Experience (refer Clause No. 1.1 above), the bidder shall upload soft copy of the documentary evidence in the form of Completion Certificate (in case of completed works) or Partial Completion Certificate (in case of on-going works contract) issued by the employer. The certificate should contain at least following information: c. Contract document/Work Order showing details of work. d. Job Completion Certificate(s) or Payment certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work. The submitted document(s) must contain the following: v. Gross value of work done vi. Nature of job done and Contract No./Work Order No. vii. Contract start date and completion date viii. Period of Contract	Yes No	
1.3	In case of OIL contractors, copy of 'Certificate of Completion (COC)' OR 'Certificate of Payment (COP)' OR 'Service Entry Sheet (SES)' of similar jobs successfully executed during the last seven years from the original bid closing date, showing gross value of job done.	Yes No	
1.4	Following work experience will also be taken into consideration, a. If the prospective bidder is executing **Similar Works** which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC. b. In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned until the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.	Yes No	

	c. If the prospective bidder has executed a contract in which Similar Services(s) is a component of the contract. In case the document submitted as per Para 1.4 above, are not sufficient to establish the value/quantity/period of the Similar Services(s) against Para 1.8 (a), (b) & (c) above, the bidder shall also have to submit the breakup of the works executed under such contract clearly indicating the value / quantity/ period of Similar Services(s) which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).		

Note:

- Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation.
- Similar Services(s) executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.
- A bidder can submit only one bid against this tender. In case, any other bid is found to be received from the bidder or through any of its constituent members/ combination of its constituent members, or through any other arrangement by the bidder or its constituent members, then in such cases, all such bids shall be straightaway rejected.
- Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 will only be treated as acceptable experience.
- Contract document / Work Order / Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

2.0	**FINANCIAL EVALUATION CRITERIA:**		
2.1	Annual Financial Turnover of the bidder from operation during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 42.15 Lakhs**. [Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]	Yes No	
2.2	**Net worth** of bidder must be positive for preceding financial/ accounting year. [**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]	Yes No	
	Notes a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: - i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-J.** OR ii) Audited Balance Sheet along with Profit & Loss account. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice. b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding	Yes No	

	financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid **as per PROFORMA-O**. c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same. d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under <u>para a. and b.</u> above. e) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.1 & 2.2.		
3	**<u>COMMERCIAL EVALUATION CRITERIA:</u>**		
3.1	The bids are to be submitted in Single Stage Composite Bid System i.e., Unpriced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. Only the Price Bid should contain the quoted price.	Yes No	
3.2	The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Bidder will be paid on the basis of the actual Quantity consumed, as the case may be.	Yes No	
3.3	The price quoted by the successful Bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.	Yes No	
3.4	**Bid Security** in original shall be furnished as a part of the Techno Commercial Un-priced Bid and shall reach the office of GM- C&P, OIL at Jodhpur on or before 11.00 Hrs	Yes No	

	(IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. Any bid not accompanied by a proper & valid bid security will be rejected. PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable for this tender (being works contract tender).** Hence, Purchase Preferences allowed as per Government Guidelines in Vogue and exemption from submission of bid security against MSE Units **is not applicable for this tender.**		
3.5	Bids received through the E-Tender portal shall only be accepted. Bids received in any other form shall not be accepted.	Yes No	
3.6	Bids shall be typed or written in indelible ink.	Yes No	
3.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.	Yes No	
3.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.	Yes No	
3.9	Bidder must accept and comply with the following clauses as given in the Bid Document in Toto, failing which the Bid will be rejected: – xvi) Firm price xvii) Bid Security xviii) Period of validity of Bid xix) Price Schedule xx) Performance Bank Guarantee / Security deposit xxi) Delivery / Completion Schedule xxii) Scope of work xxiii) Guarantee of material / work xxiv) Liquidated Damages clause xxv) Tax liabilities xxvi) Arbitration / Resolution of Dispute Clause	Yes No	

	xxvii) Force Majeure xxviii) Applicable Laws xxix) Specifications xxx) Integrity Pact		
3.10	Bid received with validity of offer less than 120 (One Hundred Twenty) days from Bid Opening Date will be rejected.	Yes No	
3.11	The **Integrity Pact** is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide "**Annexure-A1**" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. 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 sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.	Yes No	
3.12	**Land Border Sharing:** Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.	Yes No	
3.13	**Document Authenticity Undertaking:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-L.**	Yes No	
3.14	Bidders should not be under liquidation/bankruptcy/undergoing any insolvency	Yes	

	resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **Proforma – N** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.	No	
3.15	The bidder shall submit an undertaking/declaration as per **Proforma – M**. confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.	Yes No	
4	**PRICE EVALUATION CRITERIA:**		
4.1	The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.	Yes No	
4.2	The quantities shown against each item in the "Price Bid Format (Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.	Yes No	
4.3	The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.	Yes No	
4.4	The rates/prices must be quoted in Indian Rupees (INR) only.	Yes No	
4.5	Priced Bids shall be evaluated taking into account the Total Price (including all liabilities and GST) quoted.	Yes No	

4.6	Conditional and unsolicited discounts will not be considered in the evaluation. However, if such a bidder happens to be the lowest recommended bidder, an unsolicited discount without any condition will be considered for computing the contract price.	Yes No	
4.7	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.	Yes No	
4.8	In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made through draw of lots.	Yes No	
4.9	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.	Yes No	
4.10	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.	Yes No	
4.11	If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.	Yes No	
4.12	Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to one bidder.	Yes No	
4.13	Price bids of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive shall be considered for evaluation. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.	Yes No	
4.14	The bidders must quote their charges/rates in the manner as called in the price.	Yes No	
5.0	**GENERAL:**		
5.1	In case bidder takes exception to any clause of bidding document not covered under BEC-BRC, then the Company has the discretion to load or reject the offer on account of		

	such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.	Yes No	
5.2	If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.	Yes No	
5.3	Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.	Yes No	
5.4	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.	Yes No	
5.5	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.	Yes No	
5.6	To ascertain the substantial responsiveness of the bids, Company reserves the rights to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer shall be summarily rejected.	Yes No	
5.7	Any exception or deviation to the Tender requirements must be tabulated in **"Statement of Compliance" (Proforma-D)** by the Bidder in their Technical Bid only. Any additional information, terms or conitions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.	Yes No	