



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: 17.01.2025

FORWARDING LETTER

Sub: Tender No. CJI8368P25 Providing day to day civil and other miscellaneous and maintenance works involving plumbing, carpentry, masonry, horticulture etc. including supply of all materials in the company's owned / hired Installations / buildings in the districts of Jodhpur / Jaisalmer / Bikaner for a period of 4(four) years

- 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 TWO BID SYSTEM** through OIL's E-Procurement Portal: "<https://etender.srm.oilindia.in/irj/portal>" for **Tender No. CJI8368P25 Providing day to day civil and other miscellaneous and maintenance works involving plumbing, carpentry, masonry, horticulture etc. including supply of all materials in the company's owned / hired Installations / buildings in the districts of Jodhpur / Jaisalmer / Bikaner for a period of 4(four) years**

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.	:	CJI8368P25
ii)	Type of Bid	:	Single Stage Two bid System
iii)	Bid Closing Date & Time	:	11.02.2025 at 11.00 hrs (IST)

iv)	Technical Bid Opening Date & Time	:	11.02.2025 at 15.00 hrs (IST)
v)	Bid Opening Place	:	Office of GM (C&P), Oil India Limited, Jodhpur, Rajasthan
vi)	Bid Validity	:	Bids shall remain valid for 120 days from the bid closing date
vii)	Bid Security/EMD Amount	:	INR 7,96,400.00
viii)	Bid Security/EMD Validity	:	(Minimum 165 days from original bid closing date) i.e., up to 26.07.2025 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.
ix)	Original Bid Security to be submitted	:	GM-C&P 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Oil India Limited
x)	Amount of Performance Security & Validity	:	10.00% of contract value & validity 03(Three) months from date of expiry of contract/defect liability period, whichever is later.
xi)	Mobilization Time	:	7 Days from issuance of Work Order
xii)	Duration of Contract	:	Four (04) years
xiii)	Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	:	As mentioned in Clause No. 19 of Special Conditions of Contract (SCC)
xiv)	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.
xv)	Gem Seller ID	:	In accordance with OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered in GeM and obtain a unique GeM Seller ID, at the time of placement of order/acceptance of contract. Accordingly, bidders are required to provide their GeM Seller ID in their bid, if available at the time of tendering. However, in case any bidder does not have GeM Seller ID at the time of tendering then, such bidder will be required to provide their GeM Seller ID in case considered for award of contract before issuance of LOA."
xvi)	Last Date of receipt of	:	29.01.2025

	Queries		Queries to be sent on the email ID: ravi_chaudhary@oilindia.in
xvii)	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
xviii)	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.
xix)	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:**

4.1 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.**

- 4.2 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 e-Tendering the DSC token should be connected to vendor’s system.
- 4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes 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.
- 4.4 For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 4.5.1 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 E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
- 4.5.2 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.
- 4.6 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL’s EProcurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at **erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.**

- 4.7 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).
- 5.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **15.00 PM (IST) (Server Time)** at the office of the GM(C&P) in presence of the authorized representatives of the bidders. However, if the above scheduled closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders' risk and may result in the rejection of its offer without seeking any clarifications.

Before submission of bids, the bidder is advised to inspect the work site to assess the nature and extent of work and the conditions under which it will be carried out. They may also seek such clarifications from this office as are deemed necessary.

- 6.0 The rates shall be quoted as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that **no pricing information is furnished in the "Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
- 7.0 (a) No Bidder can withdraw their bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 8.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 9.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidence (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.
- 9.1 In case of Sole Proprietorship Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

- 9.2 In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.
- 9.3 In case of Partnership Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement / deed and GSTIN number.
- 9.4 In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.
- 9.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.
- 9.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.
- 9.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

10.0 **SCREENSHOTS:**

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadli
RFx Response Version Number Active Version RFx Version Number 1

Go to this Tab “Notes and Attachments” for Uploading “Price Bid.”

Go to this Tab “Technical Attachment” for Uploading “Technical Bid”.

▼ Notes

Clear

Category	Description
Conditions of Participation	
Bid Invitation/Auction Text	
Bidder's Remarks	
Purchaser's Remarks	

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

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

Note:

*The “**Technical Bid**” shall contain all techno-commercial details **except the prices**.

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

11.0 **Maintenance of Total bid value in the Response:** 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.

The “Total Bid Value” as entered by the Bidder in the on-line response shall

The screenshot shows the 'Create RFX Response' interface. At the top, there are buttons for 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFX Response', and 'Close'. Below these, the RFX Response Number (60038748) and RFX Number (1396) are displayed, along with the RFX Owner (BHARALI) and Total Value (0.00 INR). The interface has several tabs: 'RFX Information', 'Items', 'Notes and Attachments', 'Basic Data', 'Questions', and 'Technical Attachments'. Under the 'Event Parameters' section, the 'Currency' is set to 'Indian Rupee', 'Detailed Price Information' is set to 'No Price', and 'Terms of Payment' is empty. The 'Total Bid Value' field is highlighted with a red box and a callout bubble stating: 'Total Bid Value is mandatory in No Price RFX'. Another callout bubble points to the 'Currency' dropdown, stating: 'Bidder to select the currency of the Response'. A third callout bubble points to the 'Total Bid Value' field, stating: 'Total Bid considering all the taxes & duties.'

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.

- 12.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.
- 13.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned in the forwarding letter before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, 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. This Security Money shall not earn any interest.
- 14.0 **BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available on OIL's website) of Company.
- 15.0 **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 format- Annexure-XI.
- 16.0 **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 dated 17th March 2023 available in OIL's website: www.oil-india.com.
- 17.0 **Time Schedule:** Time will be regarded as the essence of the Contract. The work shall have to be started within 7 (Seven) days from the date of issue of work order by Company. Failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender.

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

18.0 Exemption from submission of bid security:

- a) Central Govt. offices and Central Public Sector undertakings companies are exempted from submitting Bid Security.
- b) Micro & Small Enterprises are exempted from submission of bid security against the tender.
 - Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No.CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CGDLE-16062021-227649 dated 16th June,2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.
 - The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit Udyam Registration Certificate with Udyam Registration Number under the **“Technical Attachments Tab”** in OIL's E-tender portal on or before the bid closing date and time of the tender for availing the benefit of EMD exemption.

Notes:

- i. If any MSE bidder fails to submit/ upload his/her valid registration certificate in OIL e-tender portal on or before the bid closing date and time of the tender, such bidders shall not be entitled for the benefit of EMD exemption and in that case, due to non-submission of EMD, such bidders shall be rejected straightway.

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-A)
- g) Bid Form, (Proforma-B)
- h) Statement of Compliance, (Proforma -C)
- i) Commercial Check List (Proforma -D)
- j) Performance Security Form, (Proforma-E)
- k) Agreement Form, (Proforma-F)
- l) Proforma Letter of Authority, (Proforma-G)
- m) Authorization for Attending Bid Opening, (Proforma -H)
- n) Form of Bid Security (Proforma-I)
- o) Proforma of Declaration of Blacklisting, (Proforma -J)
- p) Undertaking For Bidders Financial Standing, (Proforma -K)
- q) Certificate of compliance to financial criteria, (Annexure-II)
- r) Format for Certificate of Annual turnover & Net Worth (ANNEXURE for CA certificate)
- s) Integrity Pact, (Annexure-A1)
- t) Land Border (Exhibit, I, II and III)
- u) Procedure for obtaining labour license, (Appendix-B)
- v) Format of undertaking by Bidders towards submission of authentic information/documents (Annexure-XI)
- w) Technical Evaluation Sheet for BEC/BRC, (Proforma -K)

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 **Single Stage Two 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**.
- c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.9 below.
- a) Statement of compliance as per **Proforma-C**.
- b) 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-A

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-A) 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:**

9.1 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-D) 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 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 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.

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 and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date. **Bid Security should be valid for a minimum period of 135 days from the original bid closing date.**

- 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	Axis Bank limited	8	IDFC First Bank
2	Bank Of Baroda	9	Indian Bank
3	Canara Bank	10	Indian Overseas Bank
4	Federal Bank	11	IndusInd Bank
5	HDFC Bank Limited	12	State Bank of India
6	ICICI Bank Limited	13	South Indian Bank
7	IDBI Bank	14	Yes 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 Bid Security shall not earn any interest to the bidder from the Company.
- 10.3 Any bid not secured in accordance with sub-clause 12.2 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.

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

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

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:**

The tender is processed under **SINGLE STAGE TWO 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 "IFB 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.

For convenience of the qualified Bidders and to improve transparency, the rates/ costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates / costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not,

Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven days from the date of Price-Bid opening of the e-tender.

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 Technical Bids, including submission made pursuant to clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. 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 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.

17.7 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.

17.9 In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.

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 17.4.

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**

21.1 **Award criteria:** 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.

23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

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-E**) 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	Axis Bank limited	8	IDFC First Bank
2	Bank Of Baroda	9	Indian Bank
3	Canara Bank	10	Indian Overseas Bank
4	Federal Bank	11	IndusInd Bank
5	HDFC Bank Limited	12	State Bank of India
6	ICICI Bank Limited	13	South Indian Bank
7	IDBI Bank	14	Yes 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 shall not accrue any interest during its period of validity or extended validity.

24.3 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

24.4 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.

24.5 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 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:
- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com
 - b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
 - c. 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.

30.0 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.

31.0 **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.
- 32.0 **Purchase Preference for Micro & Small Enterprise:** Purchase Preference to Micro and Small Enterprises is not applicable for this tender.

(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.

A) TECHNICAL EVALUATION CRITERIA:

- 1.0 Any offer which does not include all the jobs/services mentioned in the Scope of Work and Special conditions of Contract will be considered as incomplete and rejected.
- 1.1 The Bidder should have completed at least one **“similar work”** valuing not less than **Rs. 49.77 Lakhs** in any Public sector/ State Government/ Central Government/ private sector limited company during last 7 (seven) years to be reckoned from the original bid closing date. Bidder has to submit documentary evidence in this regard.

Notes to BEC Clause 1.1 above: **‘Similar Works’ means any works contract having predominant Civil Engineering jobs such as: Construction works, Civil Maintenance jobs of office/housing complex/townships, Carpentry, Masonry, Painting, Plumbing, Sewer/Drainage etc.**

- 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.

AND

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 jobs successfully executed during the last seven years from the original bid closing date, showing gross value of job done. It may be noted that simply mentioning of OIL Contract Number will be accepted.

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 Clause No. 1.1 of 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, 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).

1.5 In case of '**SIMILAR WORK**' executed through 'sub-contracting, the bidder shall submit relevant documents as mentioned under para '1.2' and/or '1.4' above, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.

Note:

- Similar Services(s) executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- 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.
- Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

B) FINANCIAL EVALUATION CRITERIA:

1. Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least **Rs. 49.77 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. **Net worth** of bidder must be positive for preceding financial/ accounting year.

[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).]

3. 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 ANNEXURE-II.**

Notes:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:
- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth. 'UDIN' along with membership and firm registration number of CA issuing the certificate for turnover & net worth of the bidder must be provided as per format prescribed in **ANNEXURE for CA certificate.**
OR
 - ii) Audited Balance Sheet along with Profit & Loss account.
- b) 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.

C) COMMERCIAL EVALUATION CRITERIA:

1. Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the "Technical Attachments" under Rfx Information only. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in Technical RFX Response otherwise bid will be rejected.**

2. Prices/Rates should be quoted in Indian Rupees and must be as per PRICE BID FORMAT uploaded under “Notes and Attachments” Tab. The rates quoted and uploaded in the “PRICE BID FORMAT” under “Notes and Attachments” Tab will only be considered.
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.
4. Bidders shall furnish **“Bid Security”** for the amount as specified in Forwarding Letter. **Any bid not accompanied by Bid Security (or requisite documents confirming exemption from bid security submission in case of eligible vendor) will be rejected.**
5. Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
6. Bids received by Company after the bid closing date and time will be rejected.
7. Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
8. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
9. The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate (encryption enabled) [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
10. The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.
 - i. Performance Security Clause
 - ii. Tax Liabilities Clause
 - iii. Insurance Clause
 - iv. Force Majeure Clause
 - v. Termination Clause
 - vi. Arbitration Clause
 - vii. Applicable Law Clause
 - viii. Liquidated damages clause
 - ix. GST clause
 - x. Integrity pact clause
11. **Integrity pact:** 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.

12. Validity of the bid shall be **minimum 120 days**. Bids with lesser validity will be rejected.

D) GENERAL:

1. **Proforma-C:** The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC, 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.
2. To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
3. If any of the clauses in the BEC contradicts with other clauses of bidding document elsewhere, then the clauses in the BEC shall prevail.
4. The original bid closing date shall be considered by OIL for evaluation of BEC/BRC Criteria even in case of any extension of the original bid closing date.
5. Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
6. **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.

II. PRICE EVALUATION CRITERIA:

1. The evaluation of bids shall be done as per the Price Bid Format provided in the Tender / e-tender portal. Contract shall be awarded to the L1 bidder evaluated as per the price bid format.
2. If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.
3. To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.
4. Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Local Tender. However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms &

Conditions of Local Tender of the tender and/or elsewhere, those mentioned in this BEC shall prevail.

5. 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.
6. Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
7. In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
8. 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. 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.
9. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
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.

Note:

- a) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.
- b) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.
- c) For the above purpose, supplementary reinforcing documents submitted by the bidder in response to specific query after bids are opened, may have later date after bid opening date provided that such the certification/letter contents are only historical/confirmatory in nature.

(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 or rectify any work of inferior 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-A**, 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 **APPLICABLE LAWS:**

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

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

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

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 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.

9.0 **Work Completion Time:** The Contractor must commence the work within 07 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.

10.0 **VALIDITY OF THE AGREEMENT:**

The Agreement shall remain valid for a period of Four (04) years from the date of commencement of works as mentioned in Work Order or completion of works whichever is later.

11.0 **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-A.

12.0 **Liquidated Damages:**

12.1 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.

12.2 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.

12.3 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.

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

- 14.0 **Estimated Value of Agreement:** The total evaluated value of the Agreement (all inclusive) is estimated to be INR. (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which is part of this Agreement.
- 15.0 **Payment Terms :** Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 16.0 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.
- 17.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 18.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 19.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89(b) of the Indian Oil Mines Regulations 2017. The Company's representative shall not allow/accept those who are not provided with the same.
- 20.0 **LIABILITY:**
- 20.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 20.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.0 **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.

22.0 **TERMINATION:**

- 22.1 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.
- 22.2 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.
- 22.3 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-31.0 above.
- 22.4 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.
- 22.5** 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.
- 22.6 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].

22.7 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.

22.8 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 entirety 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.

22.9 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.

22.10 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 22.1 to 22.8 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.

22.11 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.

22.12 Upon termination of this Contract, CONTRACTOR shall return to
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COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

22.13 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 22.4 to 22.7.

23.0 SETTLEMENT OF DISPUTES:

23.1 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, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

5.	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 Upto Rs.25 Crore	Sole Arbitrator	OIL
	Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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.
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).
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:
 - (i) 20%of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 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/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In 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 Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding 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.

23.3 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.

23.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

23.5 Exclusions

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

- i) 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.
- ii) 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.
- iii) 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.
- iv) Any claim which is less than Rs. 25 Lakh.

24.0 **INSURANCE** :

- i. The contractor shall provide suitable insurance coverage from the date of issuance of work order to the end of defect liability period of the contract for the following events which are due to the contractor's risks, irrespective of whether such loss or damages are caused on account of negligence of the Contractor or their personnel.
 - a. Loss of or damage to the works plants and materials.
 - b. Loss of or damage to the equipment.
 - c. Loss of or damage of property (except the works, plant, materials equipment) in connection with the contract.
 - d. Physical injury or death of all his manpower deployed by him
- ii. In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim.
- iii. The policies and certificates for insurance shall be submitted by the contractor to the engineer in charge before the issuance of Work Order. In case, the Contractor fails to arrange the Insurance or arranges insufficient insurance, for the events, as mentioned above against any or all insurable risks, the Contractor shall be solely liable for loss or damage arising from such events or causes.
- iv. Contractor shall at his own expense arrange, secure, maintain and renew insurance for the events mentioned above throughout the contract period including the defect liability period.

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

- 25.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, workflow, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 25.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 25.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of work and the information/maps/Seismic Data/Log suites etc. provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. The various outputs/deliverables generated and the inferences and interpretations drawn as part and parcel of the work carried out under the terms of the Contract shall not be divulged by the Contractor or its employees to any other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

26.0 **CHANGES:**

- 26.1 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.
- 26.2 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.

27.0 **SUB CONTRACTING:**

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.

28.0 MISCELLANEOUS PROVISIONS:

28.1 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.

28.2 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.

28.3 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.

28.4 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.

29.0 WAIVER & AMENDMENTS:

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

30.0 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.

31.0 **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."

32.0 **INDEMNITY AGREEMENT:**

32.1 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.

32.2 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.

33.0 **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.

34.0 **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.

Withholding will also be effected on account of the following:-

- 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.

35.0 **SET OFF CLAUSE:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any

other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

36.0 **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, Contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy (revised on 17.03.2023) available in website: www.oilindia.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case. IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written.

37.0 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 Odisha. 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

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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

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.

1.0 DURATION OF AGREEMENT:

This Agreement shall be in force for 4 (four) years with effect from the date as mentioned in the Work Order.

2.0 AREA OF OPERATIONS:

OIL's Operational areas in the Districts - Jodhpur, Jaisalmer and Bikaner within Rajasthan.

3.0 SCOPE OF WORKS:

- i.** The works under this Agreement shall cover various miscellaneous and maintenance nature of civil engineering jobs and related non-civil petty jobs, as and when instructed by the Engineer-In-Charge (Engineer-In-Charge means Company's Civil Engineering personnel of executive/officer level) from time to time.
- ii.** The jobs shall include but not limited to day-to-day repair and maintenance of the Company's owned/hired office buildings, guest houses, residences etc and other associated structures including minor constructions, Timber & steel works etc, Rendering, painting etc, Supply of labour, Periodical Water Tank Cleaning, Materials/Tools and related transport, Plumbing job etc.
- iii.** In addition to the above, the job shall also include full time maintenance of lawn/garden at the OIL House, OIL Residential Complex, Guest House including deployment of a skilled gardeners cum multitasker on a full-time basis. The job shall include but not be limited to wholesome maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliage, creepers etc. including hoeing, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required), top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by officer-in-charge.
- iv.** The contractor shall ensure periodical (to be advised by Engineer-In charge) cleaning of RCC overhead/underground Water Tanks, swimming pool of OIL HOUSE, OIL Executive Residential Complex, Guest House, other company installations, etc.
- v.** The contractor shall supply potable water through water tankers as and when required. The water to be supplied shall meet the drinking water standards (TDS of water to be less than 500ppm, pH: 7-7.5) as per relevant IS-code.

- vi. The contractor shall also be responsible for collection, segregation and dumping of garbage, wastes, etc from OIL House and OIL Residential Complex to municipal dumping yard on call-out-basis.
- vii. Other periodical works may also be executed such as anti-termite treatment, external painting of the campus, etc as decided by the Engineer-In-charge.
- viii. The contractor shall provide civil engineering services by deployment of manpower who may be called 24x7 as per jobs requirements. Besides result-oriented tasks, these personnel may also be called for appropriate office specific jobs for which they may require to be available at OIL's Jodhpur office / site office as per requirements by the Engineer-In-Charge to deliver various activities (but not limited to) such as: drafting, designing, site supervision, survey works using total station and auto level, billing & estimation, Gantt, preparation of tender documents, other related services, etc. The services from the assigned Engineers may be specific to certain tasks (without physical presence), or office based physical works, or site deployments for supervision etc or in combination. The services of such engineers may either be continuous or intermittent with varying strengths. Assigning or deployment of Civil Engineer(s) whenever asked for, shall be having minimum requisite qualifications as detailed below:
 - a) TECHNICAL QUALIFICATION: Graduate in Civil Engineering with minimum 60% or equivalent from AICTE approved university.
 - b) WORK EXPERIENCE: Post-qualification experience on core discipline in general shall be 4 years, which may be relaxed or increased depending upon task specific requirements and individual's core proficiency on the subject. Preference to be given to candidate having relevant experience in Supervision at site, carrying out survey works, preparation of estimates, record keeping, and other jobs
 - c) DESIRABLE PROFICIENCIES: AutoCad /MS-Office/REVIT (Autodesk)/ Primavera / MS Project / Knowledge of CPWD practices (DSR, DAR, Specifications, Manuals etc).

The acceptance of services is subject to satisfactory performance and behaviour as assessed by Engineer-In-Charge. Mere meeting the minimum qualifications / experiences shall not ensure suitability of the professionals. In case of non-availability of services during exigent situations as decided by Engineer-In-Charge, the contractor may be levied **penalty of Rs 4500 per day** per personnel, subject to maximum 3 days in consecutive against the individual from their running bills.

Depending upon the exigent situation, professionals other than Civil Engineer may also be used occasionally. Such services shall be treated equivalent to Civil Engineer without comparing their qualifications, experience limits etc.

4.0 PRICE SCHEDULE:

The flat item rates shall be operated throughout the contract period. All item rates are exclusive of GST, which shall be added separately as applicable from time to time.

Item-1: CIVIL-CPWD DSR-2023 ITEMS:

Executing general civil miscellaneous and maintenance works as per items adopted from CPWD-DSR 2023.

The bidders shall quote in the form of (+) % or (-) % on the CPWD-DSR 2023, accurately up to 2 decimal places. The quoted mark-up (+) % or rebate (-) % shall be applied uniformly over all the items of CPWD-DSR 2023 during entire period of the contract after deduction of flat 18% as included GST component (irrespective of different percentages pre-included in DAR).

For the purpose of Bid evaluation, the total base amount of this item shall be considered as Rs 170 Lakh as per CPWD -DSR 2023.

Item-2: MAINT. OF LAWNS & GARDEN FEATURES:

Wholesome maintenance of the lawns and entire garden features of OIL House and OIL Executive Residential Complex through two separate gardeners cum multitasking person including providing necessary tools, but excluding supply of materials (manure, sapling etc) and major equipment (lawn mower, pumps etc).

Estimated quantity = 48months

Item-3: NON-CIVIL CPWD DSR-2020-23 ITEMS:

Executing general miscellaneous works pertaining to horticulture and other minor non-civil works not covered under SoQ item 1 and 2, as per items adopted from latest CPWD-DSR (Non-Civil) published during year 2021-23.

[This item pertains to horticulture and other minor non-civil works such as supplying manure, providing tree guards, planting new sapling, repairing lawn mower, pumps, electrical points etc as and when required, which are not covered under the scope of primary items under SoQ Item No 1 and 2, the bidders shall quote in the form of (+) % or (-) % on the CPWD-DSR-Horticulture & Landscaping 2020 and other Non-Civil latest DSR published up to 2023, accurately up to 2 decimal places. The quoted mark-up (+) % or rebate (-) % shall be applied uniformly over all the items of CPWD-DSR during entire period of the contract after deduction of flat 18% as included GST component (irrespective of different percentages pre-included in DAR). However, deduction shall not be made if the DSR rate is exclusive of GST. Further, no separate adjustments shall be made for auxiliary costs such labour cess, water charge, octroi etc irrespective of whether involved or not.]

For the purpose of Bid evaluation, the total base amount of this item shall be considered as Rs 19.00 Lakh as per CPWD -DSR.

Item-4: SERVICE CHARGES FOR JOBS UPTO 4HRS:

Service charge for a skilled manpower such as plumber, carpenter, electrician etc along with his necessary tools / equipment for visits within Jodhpur city for attending/inspecting incidental jobs requiring not more than 4 hours such as repairing/replacing faucet, door locks, name plates etc.

This labour item is to be operated only for incidental minor jobs where CPWD DSR items do not covers such scope in its respective schedule items.

Tentative Estimated quantity = 350 Nos (No of visits)

Item-5: SERVICE CHARGES FOR JOBS 4HRS-8HRS:

Service charge for a skilled manpower such as plumber, carpenter, electrician etc along with his necessary tools / equipment for visits within Jodhpur city for attending/inspecting incidental jobs requiring time duration of exceeding 4 hours, but upto 8 hours such as repairing/replacing faucet, door locks, name plates etc.

This labour item is to be operated only for incidental minor jobs where CPWD DSR items do not covers such scope in its respective schedule items.

Tentative Estimated quantity = 180Nos (No of visits)

Item-6: TANK CLEANING JOB:

Charges for Cleaning of Underground / Overhead Tanks Up to 45KL in OIL House / OIL Residential complex/ Oil Guest House / OIL Installations including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist of operations as mentioned in Price Bid. This item shall be executed periodically or as decided by Engineer-In charge on call out basis.

Tentative Estimated quantity =1000 M2

Item-7: SUPPLY FOR WATER THROUGH TANKERS:

Charges for supplying potable water (meeting desired standards as per IS-code) through water tankers to OIL House, OIL Executive Residential Complex on call-out basis. The rate quoted by the bidder should include cost of operating staff, Cost of lubricating oil, diesel / Petrol/ Kerosene oil , other consumables for running the Tanker and excluding GST.

Tentative Estimated quantity =10000KL

Item-8: SEVICE CHARGES FOR GARBAGE DISPOSAL:

Service charge for collection, segregation and dumping of garbage, wastes, etc from OIL Executive Residential Complex, OIL House to designated municipal yards through trucks/dumpers/tractors etc. on call-out basis. The rate quoted by the bidder should include cost of operating staff, Cost of lubricating oil, diesel / Petrol/ Kerosene oil, other consumables for running the Tanker and excluding GST. The payment for the service shall be made per truck per day basis.

Tentatively Estimated quantity = 192 days

Item-9: SEVICE CHARGES FOR CIVIL ENGINEERING SERVICES:

Service Charges for deployment of manpower who may be called 24x7 as per jobs requirements.

Tentatively Estimated quantity = 192 MON

In order to ensure quality manpower and their stability for the assignments, the expected minimum gross remuneration should not be less than **Rs 70,000.00** per month. The contractor’s margin for HR management and overhead costs should not be more than **10%** of the quoted monthly rate. At the discretion of OIL, the contractor may be asked to produce documentary evidence of monetary adequateness and timely release of the remunerations to the engineers/professional. Any underpayment if detected, shall be liable to be recovered from the contractor if not settled with arrears (if any) within a month.

Note for Item-1& Item-3: Items shall be operated and paid based on the rates adopted directly from the CPWD-DSR after deduction of flat 18% as included GST component irrespective of multiplying factors if any, and then added with contractor's quoted percentage % adjustment (mark-up/discount). The formula for calculation shall be as follows:

$$[\text{Contract Rate} = (\text{CPWD DSR} / 1.18) \times (100\% \pm \text{quoted \% mark-up/rebate})]$$

(In case, the GST components are not pre-included in DAR, 18% deduction for GST shall not be done)

5. RATES FOR 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 evidences (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.

Illustration: To replace or repair a proprietary item of specific brand and model (say a sanitary item to match with the existing one) the cost of actual material (exclusive of GST) would be considered along with labour and accessory costs, escalated with Over-Head/Contractor's Profit and Water Charge as per applicable standard format of CPWD DAR.

6. 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 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.

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.

7. DISCLOSURE OF INPUT COSTS:

The contractor may be asked for procurement details of some major items (e.g. cement, 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, 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.

8. FREQUENCY OF BILL PAYMENTS:

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 on 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.

9. 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. The Company’s interpretation/decision in case of any dispute shall be binding and final.

10. 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. 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 Company shall have the right to get it executed through any other agency at the risk and cost of the contractor. Such works through third party shall be up to 10% higher than the contract rates or internal rate whichever is higher, if the contractor fails to satisfactorily comply the cautionary instructions within 7 days after receipt of such instruction. The difference in cost so incurred by the other agency if any shall be recovered by the Company from the dues, if any, of the contractor from his security deposit with the Company.

11. STATUTORY PERMITS:

Statutory permits wherever applicable shall be obtained from the concerned Installation Managers/Authorities before commencing the jobs in a restricted area.

12. COMMUNICATION FOR SITE WORKS:

In addition to usual written communication, the other mode of retrievable communication such as e-mail, instant messaging platforms 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.

13. WATER DURING CONSTRUCTION:

The contractor shall arrange water fit for the purpose of drinking and construction at their own cost. However, minor requirements may be made available free of cost subject to availability and permission at the discretion of the Installation Manager / Site In-charge.

14. ELECTRICITY DURING CONSTRUCTION:

The contractor will make his/their own arrangement for power supply at their own cost. However, minor requirements may be made facilitated free of cost subject to availability and permission at the discretion of the Installation Manager / Site In-charge.

15. DEFECT LIABILITY:

The defect liability for works under respective individual Work Orders shall be 6 months from the date of actual completion or end of Work Order period whichever is later. Performance Security / PBG may be released only after end of defect liability period against last Work Order as declared by Engineer-In-Charge.

16. LIQUIDATED DAMAGE (LD):

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.

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. INSURANCE POLICY:

This clause shall supersede all insurance clauses as mentioned in General Conditions of the Contract (GCC) or mentioned else anywhere in the contract.

The contractor shall provide insurance cover to his workmen/employees/supervisors engaged by him during currency of the contract. The insurance policy shall be as per

the provisions under **Employee's Compensation Act, 1923**. Wherever applicable, the CONTRACTOR shall have itself registered under **Employees' Provident Fund and Employees' State Insurance Act, 1948** and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

Besides this, the contractor shall arrange at his own cost '**Contractor's All Risk' (CAR) Policy** and any other policy pertaining to the contract for value and coverage as deemed necessary by Engineer-In-Charge.

18. JOB EXECUTION:

- a) The contractor shall be intimated through e-mail, over phone or any convenient modes by Engineer-In-Charge to carry out any miscellaneous civil jobs and other non-civil petty jobs, as and when required. Upon receipt of advice from the Engineer-In-Charge, the contractor shall carry out the works specified in the advice expeditiously and in accordance with the standard and general specifications and shall commence each job within 24 hrs. In case, however, where such is not reasonable / practicable, the Engineer shall allow sufficient time for the necessary preparations. The contractor shall in no case initiate any jobs without the discretion of the Engineer-In-Charge.
- b) During execution of the works, the contractor or his authorized representative shall report to Engineer-In-Charge daily at 09:30 AM on all working days at the OIL Office for necessary instruction. Besides this, the gardener too shall report to the Engineer-In-Charge daily on all working days (5 days) of the office.
- c) The contractor shall ensure sufficient labour force to attend multiple works at the same time. Also, it shall be contractor's responsibility to ensure that such labour force shall also be available to attend any emergency nature of civil jobs/other non-civil petty jobs at any part of the day (and night, if required).
- d) The actual lawn/garden area of the office being much smaller than the quantum to be handled by a gardener (reference CPWD DAR 2020 - Horticulture & Landscape), the gardeners shall have to perform any other tasks of Oil India Limited during lean period. For this purpose, the gardener is desirable to have basic education and multi-skills. However, such orders shall be only communicated by the Engineer-In-Charge, as whenever required.
- e) No guarantee shall be given for continuous or uninterrupted works on any day from the company's end.
- f) The Contractor will be paid for the actual quantity of works executed at the directions of the company and at the rates approved in the contract.
- g) The Contractor must maintain adequate number and right type of tools and plants for efficient discharge of his responsibility.
- h) All classifications regarding materials and items shall be in accordance with the Company Engineer's decision which shall be based on sound engineering practice and will therefore be binding on to the Contractor. All materials to be incorporated in works must be approved by OIL's Engineer and conform to the relevant detailed specifications of CPWD Specifications, Bureau of Indian Standards, Indian Road Congress etc.
- i) All works and materials used/supplied shall be verified and measured by the Company's personnel. Any materials supplied by the contractor, if found

unacceptable by the Engineer-In-charge shall be removed from the site within 24 hours of such intimation, and cost incurred in such replacement/removal shall be borne by the contractor at his own cost.

- j) The contractor shall arrange for transport of their labours and materials at the working site, for which no separate payment will be made, unless otherwise specified in the description of such items, as in CPWD-DSR/DSR-Horticulture. However, the contractor will be paid to & fro second class rail/bus fare for work areas outside of Jodhpur and onward transport facility to worksite for contractor's personnel and material with prior approval of Engineer-In-Charge as per actual by the Company.
- k) The contractor shall not sublet jobs to sub-contractors except in hiring specialized team whenever required under full supervision of self.
- l) The contractor shall complete the work within the time specified by the Company's Engineer In-Charge, failing which the company shall have the right to get the work done by any other means and the excess expenditure if any incurred by the Company shall be recovered fully from contractor.
- m) In case the contractor abandons the Agreement, then the Company shall have the right to get it executed through any other agency at the risk and cost of the contractor. The difference in cost so incurred by the other agency if any, shall be recovered by the Company from the dues, if any, of the contractor from his security deposit with the Company.
- n) The contractor shall have no claim against the Company, in respect of any work which may be withdrawn at any stage of execution and the Contractor shall be paid only for the portion of work completed.
- o) The contractor shall arrange necessary insurance coverage for his labourers at his cost, which hold the Company harmless for any action in case of accident etc.
- p) The Company's interpretation/decision in case of any dispute shall be binding and final.

- q) All taxes except GST, royalty, labour cess etc payable for above will be to the Contractor's account. GST shall be paid separately against respective bills.
- r) The Contractor shall have no claim for any extra payment arising out of loss of man days caused by interruption in traffic, inclement weather etc emergencies or land dispute or withdrawal of any work order and other occurrences beyond the Company's control and attributable to the company.
- s) Payment of individual works will be made only when the Engineer-in-charge is fully satisfied with the quality and service ability of the works. The mode of payment will be only once in a subsequent calendar month.
- t) Since all the works under this contract are piecemeal in nature, every bill will be treated as the final payments. In case any money is due to the Company, the same will be recovered/adjusted from the subsequent bills or from security deposit.

19. SPECIAL INSTRUCTIONS/ CONDITIONS:

- a) Completion of the job in entirety is the responsibility of the contractor at their own risk and costs. No compensation either directly or indirectly should be claimed by the contractor on account of any losses or difficulties arising during execution of works not attributable to the company.

- b) The contractor must readily possess or capable of providing the necessary tools and plants which are required for the execution of the works.
- c) Wherever necessary, welding and cutting sets with fuel & operator, welder, fitter etc shall be arranged by the Contractor at his cost at site for fabrication and erection work.
- d) Quality control shall be monitored from time to time during the works execution. Various Lab / field tests as directed shall have to be performed by the contractor without any extra cost to the company. The necessity, types and frequency of such tests shall be at the discretion of the Engineer-In-Charge which he/she considers necessary based on the factors such as job nature of items, workmanship, quantum of the items etc.
- e) Statutory permits wherever applicable shall be obtained from the concerned Installation Managers/Authorities before commencing the jobs in a restricted area.
- f) Running Bills may not be processed unless substantial tangible jobs are completed, the assessment of such quantum shall rest on the discretion of the Engineer- In-Charge.
- g) The contractor shall maintain all the safety protocols and should arrange for proper safety of his personnel during work. It shall be the duty of the contractor to provide necessary Personal Protective Equipment (PPE) to his labours at his own cost.
- h) The contractor shall ensure replacement of his labour (including gardener) & material, if found unsatisfactory in delivery of the jobs.

20.0 DETAIL SPECIFICATIONS OF MATERIALS & WORKS:

- a) Detailed drawings/instructions would be provided by the Engineer In-Charge before commencement of the works.
- b) Unless otherwise instructed specifically by the Engineer In-Charge, the works specification shall strictly be adhered to as per the standard drawings issued.
- c) Material specifications and workmanship of various items shall be as per latest IS Codes published by BIS or CPWD specifications Vol. 1 and 2, unless otherwise instructed by the Engineer In-Charge.
- d) All materials to be used for the jobs shall be shown to the Engineer-In-Charge for quality checks/inspection followed by approval for utilization.

21.0 ORDER OF PRECEDENCE OF DOCUMENTS:

In case of differences or contradictions or discrepancies with regard to conditions of contract specifications, drawings, bill of quantities etc (wherever applicable) forming part of the contract, the following shall prevail in order of precedence.

- a) Descriptions in Schedule of Quantities.
- b) Special Condition of Contract.
- c) Technical specifications
- d) Drawings
- e) Latest CPWD/Specifications
- f) Relevant B.I.S. Codes
- g) General Conditions of Contract.

22. 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 18 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.

22. **OTHER TERMS AND CONDITIONS:**

- i. **Duration of Contract:** 04(Four) Years
- ii. **Location of Job:** Company's owned / hired Installations / buildings in the districts of Jodhpur / Jaisalmer / Bikaner
- iii. **Mobilization Period:** 07(Seven) days from the date of issue of work Order/Mobilization notice
- iv. **Performance Bank Guarantee:** 10.0% of total Contract value & validity 03(Three) months from date of expiry of contract/defect liability period, whichever is later.

(END OF SECTION – IV)

PRICE BID FORMAT

(Attached under “NOTES AND ATTACHMENTS” tab in the main bidding page of OIL's e-Tender portal)

BID FORM

(A) BID-FORM

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

Dear Sir,

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

We undertake, if our Bid is accepted, we shall commence the service from the date of commencement mentioned in the Letter of Award.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10.00% of estd. contract value for the due performance of the Contract.

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

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

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

Dated this _____ day of _____

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

(Authorised Signatory)

Name of the Bidder: _____

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

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.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether Bid Security submitted?	Yes/ No
3.0	Whether GeM Seller ID mentioned / registration certificate is submitted?	Yes/ No
4.0	Whether quoted offer validity of 120 days from the date of closing of tender?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
9.0	Whether agreed to submit Performance Security Deposit within 30 days of the issue of Letter of Award/order?	Yes/ No
10.0	Whether Undertaking of authenticity of information/documents uploaded Along with technical bid?	Yes/No
11.0	Whether uploaded Integrity Pact duly filled & signed along with technical bid?	Yes/No
12.0	Whether quoted as per NIT (without any deviations)?	Yes/ No

Offer ref **Dated**

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

**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 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 a Bank Guarantee as security for compliance with Contractor’s obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) 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 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 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 Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by 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 the Bank _____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) **MT 760 / MT 760 COV for issuance of Bank Guarantee**
- (ii) **MT 760 / MT 767 COV for amendment of Bank Guarantee**

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under.

- 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.

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, Assam and Rajasthan Field Office at Jodhpur in the State of Rajasthan, 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. _____. 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 Award 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) General Terms and Conditions, (SECTION-III)
- b) Scope of Work & Special Conditions of Contract, (SECTION – IV)
- c) Price Bid Format, (Proforma-A)
- d) Bid Form, (Proforma-B)
- e) Statement of Compliance, (Proforma -C)
- f) Agreement Form, (Proforma-F)

- g) Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971, (Appendix-B)

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)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

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

Sir,

Sub: OIL's IFB No. CJI-8368-P25

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

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.

AUTHORIZATION FOR ATTENDING BID OPENING

Date: _____

TO

GM (C&P)

Contracts & Purchase Department

Oil India Ltd., Rajasthan Field

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI-8368-P25

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.

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
For GM (C&P)
RAJASTHAN FIELD
JODHPUR-342005

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, RAJASTHAN FIELD, JODHPUR (hereinafter called the “Company”)'s IFB No..... KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto 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 common seal of the said Bank this Day of 20..... THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo-moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice. We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), 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:

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

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 email 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 denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.

**The Date of Expiry of Bank Guarantee should be 165 days after the bid closing date as stated in the tender document

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

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) (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under.

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

Signature& Seal of the Bank

PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

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

Dear Sir,

Sub: OIL's Tender No. _____

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited, nor any inquiry is pending by Oil India Limited. We are also not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

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

Dear Sir,

Sub: OIL's Tender No. _____

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____. We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

Annexure-II

(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL LETTER HEAD OF THE BIDDER)

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Clause No. 3.0 of Financial Evaluation Criteria of BEC-BRC of Tender No. CJI8368P25

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 2023-24 have actually not been audited as on the Original Bid Closing Date.

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)

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.

ANNEXURE for CA certificate

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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.

(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 subcontractors/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 take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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 Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
--	---

NAME OF INDEPENDENT EXTERNAL MONITORS:

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

b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

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

**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)

**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)

Annexure-B

Format for Undertaking by Bidders towards compliance of office memorandum
F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued
by Department of Expenditure, Ministry of Finance, Govt. of India
(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Tender No. _____ Dated _____

OIL INDIA LIMITED

Dear Sirs,

“We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

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)

Note: This form should be returned along with offer duly signed.

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CJI-8368-P25 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 EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Appendix-B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the

Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

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

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

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

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

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

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

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

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

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

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

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

15. Documentation requirement for GST

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

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

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

16. GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	BEC Clause No. 1.0 (Technical Criteria)	Any offer which does not include all the jobs/services mentioned in the Scope of Work and Special conditions of Contract will be considered as incomplete and rejected.			
2	BEC Clause 1.1 (Technical Criteria)	<p>The Bidder should have completed at least one “similar work” valuing not less than Rs. 49.77 Lakhs in any Public sector/ State Government/ Central Government/ private sector limited company during last 7 (seven) years to be reckoned from the original bid closing date. Bidder has to submit documentary evidence in this regard.</p> <p>Notes to BEC Clause 1.1 above: ‘Similar Works’ means any works contract having predominant Civil Engineering jobs such as: Construction works, Civil Maintenance jobs of office/housing complex/townships, Carpentry, Masonry, Painting, Plumbing, Sewer/Drainage etc.</p>			

3	BEC Clause No. 1.2 (Technical Criteria)	<p>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:</p> <p>A. Contract document/Work Order showing details of work.</p> <p style="text-align: center;">AND</p> <p>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:</p> <ul style="list-style-type: none"> 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 			
4	BEC Clause No. 1.3 (Technical Criteria)	<p>In case of OIL contractors, copy of 'Certificate of Completion (COC)' OR 'Certificate of Payment (COP)' OR 'Service Entry Sheet (SES)' of jobs successfully executed during the last seven years from the original bid closing date, showing gross value of job done. It may be noted that simply mentioning of OIL Contract Number will be accepted.</p>			
5	BEC Clause No. 1.4 (Technical Criteria)	<p>Following work experience will also be taken into consideration,</p>			

	Criteria)	<p>d. 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 Clause No. 1.1 of the BEC.</p> <p>e. 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.</p> <p>f. If the prospective bidder has executed a contract in which Similar Services(s) is a component of the contract.</p> <p>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, 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).</p>			
6	BEC Clause No. 1.5 (Technical Criteria)	In case of ' SIMILAR WORK ' executed through 'sub-contracting, the bidder shall submit relevant documents as mentioned under para '1.2' and/or '1.4' above, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.			
7		<p>Note:</p> <ul style="list-style-type: none"> Similar Services(s) executed by a bidder for its own 			

		<p>organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <ul style="list-style-type: none"> • 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. • Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence. 			
5	BEC Clause No. 1.0 (Financial Criteria)	<p>Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs. 49.77 Lakhs.</p> <p>[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).]</p>			

6	BEC Clause No. 2.0 (Financial Criteria)	<p>Net worth of bidder must be positive for preceding financial/accounting year.</p> <p>[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".]</p>			
7	BEC Clause No. 3.0 (Financial Criteria)	<p>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 ANNEXURE-II.</p> <p>c) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number</p>			

		<p>and Firm Registration Number), certifying the Annual turnover & Net worth. 'UDIN' along with membership and firm registration number of CA issuing the certificate for turnover & net worth of the bidder must be provided as per format prescribed in <u>ANNEXURE for CA certificate.</u></p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>d) 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.</p>			
8	BEC Clause No. 1.0(Commercial Criteria)	<p>Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the "Technical Attachments" under Rfx Information only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFX Response otherwise bid will be rejected.</p>			
9	BEC Clause No. 2.0(Commercial Criteria)	<p>Prices/Rates should be quoted in Indian Rupees and must be as per PRICE BID FORMAT uploaded under "Notes and Attachments" Tab. The rates quoted and uploaded in the</p>			

		“PRICE BID FORMAT” under “Notes and Attachments” Tab will only be considered.			
10	BEC Clause No. 3.0(Commercial Criteria)	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.			
11	BEC Clause No. 4.0(Commercial Criteria)	Bidders shall furnish “Bid Security” for the amount as specified in Forwarding Letter. Any bid not accompanied by Bid Security (or requisite documents confirming exemption from bid security submission in case of eligible vendor) will be rejected.			
12	BEC Clause No. 5.0(Commercial Criteria)	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.			
13	BEC Clause No. 6.0(Commercial Criteria)	Bids received by Company after the bid closing date and time will be rejected.			
14	BEC Clause No. 7.0(Commercial Criteria)	Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.			
15	BEC Clause No.	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which			

	8.0(Commercial Criteria)	case such corrections shall be initiated by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
16	BEC Clause No. 9.0(Commercial Criteria)	The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate (encryption enabled) [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.			
17	BEC Clause No. 10.0(Commercial Criteria)	The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected. <ul style="list-style-type: none"> xi. Performance Security Clause xii. Tax Liabilities Clause xiii. Insurance Clause xiv. Force Majeure Clause xv. Termination Clause xvi. Arbitration Clause xvii. Applicable Law Clause xviii. Liquidated damages clause xix. GST clause xx. Integrity pact clause 			

18	BEC Clause No. 11.0(Commercial Criteria)	Integrity pact: 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.			
19	BEC Clause No. 12.0(Commercial Criteria)	Validity of the bid shall be minimum 120 days . Bids with lesser validity will be rejected.			
20	BEC Clause No. 1.0 (General:)	Proforma-C: The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC, 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.			

*****END OF TENDER DOCUMENT*****