**TENDER NO- CKI7284L25**

# NOTICE INVITING TENDER

The tender is issued to the following security agencies sponsored by Directorate Resettlement Zone (East), Kolkata:

**1. Senior Most Security Agency**

M/s Ranu Singh Rajpurohit Security Agency, Howrah

**2. 2nd Most Security Agency**

M/s Anjan Kumar Dutta Security Agency, Howrah

**3. 3rd Most Security Agency**

M/s Amit Lal Security Agency, Kolkata

**4. 4th Most Security Agency**

M/s G Girija Prasad Security Agency, Kolkata

**5. Junior Most Security Agency**

M/s Rajarshi Sengupta Security Agency, Kolkata

**Kolkata Office,**
4 India Exchange Place,
ICC Building, 4th Floor
Kolkata-700001
West Bengal
Phone (O) 033-22301657/58
FAX: 91-33-22302596
Email: oilcalmn@oilindia.in

## FORWARDING LETTER

**M/s.** _____
_____
_____
_____

**Description: TENDER NO- CKI7284L25** for **Hiring Security Services for Round the Clock (24 x 7) basis of Un-Armed Guards under Works Contract Labour in the Watch and Ward (Without Arm-Unlisted) category at OIL's Executive Guest House (Diroi House) and Main Office of Oil India Limited, Kolkata.**

Dear Sir(s),

**1.0** OIL INDIA LIMITED (OIL), Kolkata, West Bengal (Registered Office at Duliajan, Assam) a 'Maharatna' Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas invites **ON-LINE BIDS** from experienced and established Indigenous firms / Contractors meeting the requisite criteria for the above mentioned work under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site https://etender.srm.oilindia.in/irj/portal. For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

| | | | |
|---|---|---|---|
| (i) | Tender / IFB No. | : | CKI7284L25 |
| (ii) | Type of Bidding | : | Limited Indigenous e-tender; Composite Bid System |
| (iii) | Tender fee | : | Not applicable |
| (iv) | Bid Closing Date & Time | : | As mentioned in OIL's E-tender portal |
| (v) | Technical Bid Opening Date & Time | : | As mentioned in OIL's E-tender portal |
| (vi) | Price Bid Opening Date & Time | : | Will be intimated only to the eligible/qualified Bidders nearer the time. |

| | | | |
|---|---|---|---|
| (vii) | Bid Submission Mode | : | Bids must be uploaded online in OIL's E-procurement portal |
| (viii) | Bid Opening Place | : | OIL INDIA LIMITED,<br>4 INDIA EXCHANGE PLACE,<br>ICC BUILDING, 4TH FLOOR,<br>KOLKATA - 700001 |
| (ix) | Bid Validity | : | 90 days from date of actual Bid Closing/ Opening |
| (x) | Bid Security | : | Not applicable |
| (xi) | Amount of Performance Security | : | 10 % of One Month's Wage Bill |
| (xii) | Validity of Performance Security | : | Up to 3 months from date of completion of contract |
| (xiii) | Mobilization | : | To be completed by 30.09.2024. |
| (xiv) | Duration of the Contract | : | 02 (Two) years w.e.f 01.10.2024.<br>Note: The contract shall have a provision for extension of upto 1(one) year or lesser period at the prevailing rates and same terms & conditions at the discretion of OIL. |
| (xv) | Integrity Pact | : | Must be digitally signed & uploaded along with the Techno-commercial Bid. |
| (xvi) | Location of work | : | 1) OIL INDIA LIMITED,<br>4 INDIA EXCHANGE PLACE,<br>ICC BUILDING, 4TH FLOOR,<br>KOLKATA - 700001<br><br>2) DIROI HOUSE, 2E, CHARU CHANDRA AVENUE, KOLKATA-700 033. |
| (xvii) | Whether tendered quantities are splittable | : | No |

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

2.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India

(RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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.

2.2 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 your system.

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

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

2.5 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

2.6 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.

2.7 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.

2.8 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.

2.9 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

2.10 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

2.11 Bid should be submitted online in OIL's E-procurement site upto the date and time as mentioned in e-portal and will be opened on the day/time mentioned in e-portal at the office of the CGM-KOLKATA OFFICE in presence of the authorized representatives of the bidders. Bidders who are deputing their representative should hand over the authorization to the tender opening Officer on the Bid Opening date.

**3.0** The price shall be quoted as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab.

**4.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to 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.

**5.0** Conditional bids are liable to be rejected at the discretion of the Company.

**6.0** 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 evidences (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.

**6.1** 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.

**6.2** 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.

**6.3** 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.

**6.4** 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.

**6.5** 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.

**6.6** 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.

**6.7** 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.

## 7.0 IMPORTANT NOTES:

Bidders shall take note of the following important points:

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

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

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: The information and documents furnished 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. Undertaking of authenticity of

information/documents submitted as per **Proforma-K** should be submitted along with the technical bids.

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

**8.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM.** Bidders shall quote accordingly under Single Stage Composite Bid System. **The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.**

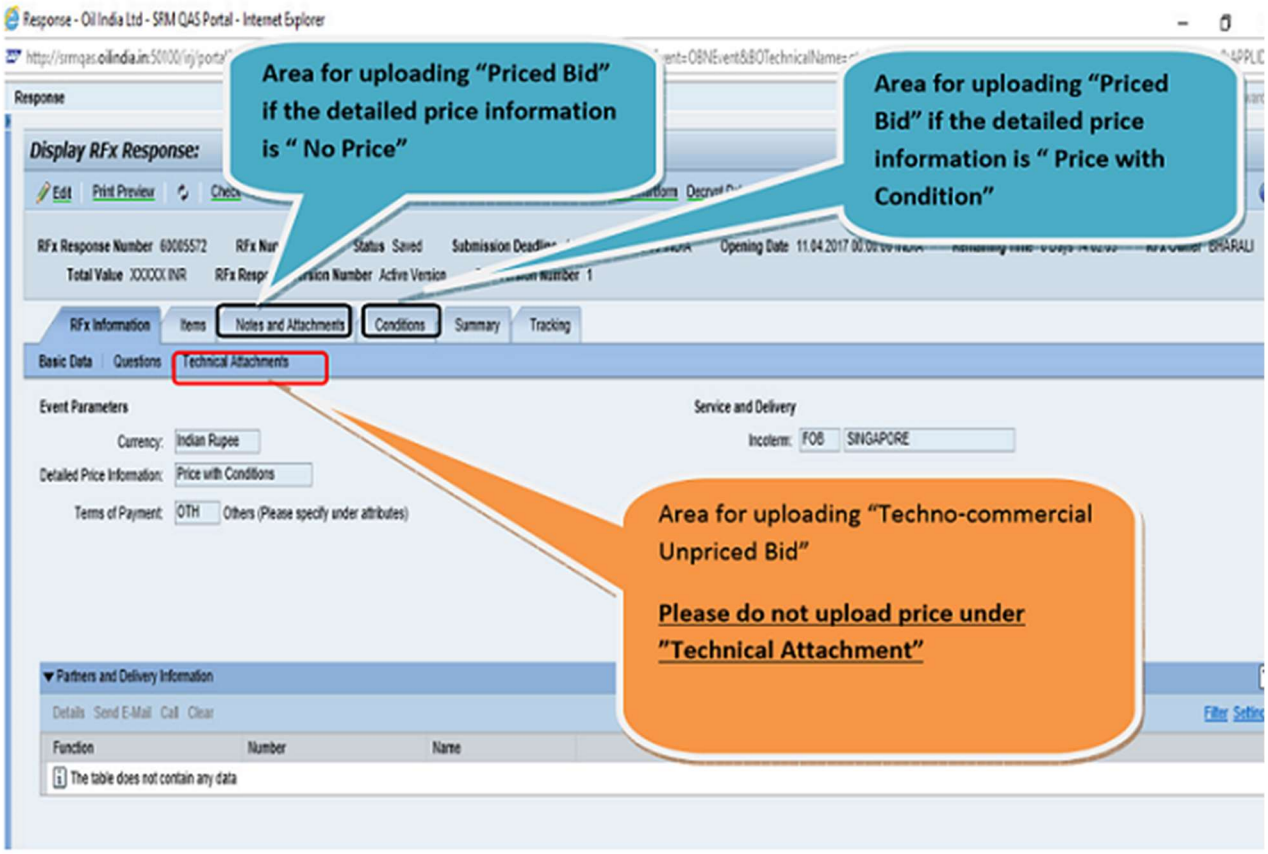
**9.0 Please ensure that Techno-commercial Bid / all technical related documents related to the tender are uploaded in the** Technical Attachment as shown in the screen shot below. The "**TECHNO-COMMERCIAL UNPRICED BID**" shall contain all techno-commercial details **except the prices**.

**10.0** The "**PRICE BID**" must contain the price schedule and the bidder's commercial terms and conditions. **Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment in the attachment option under "Notes & Attachments" tab as shown in the screen shot below.**

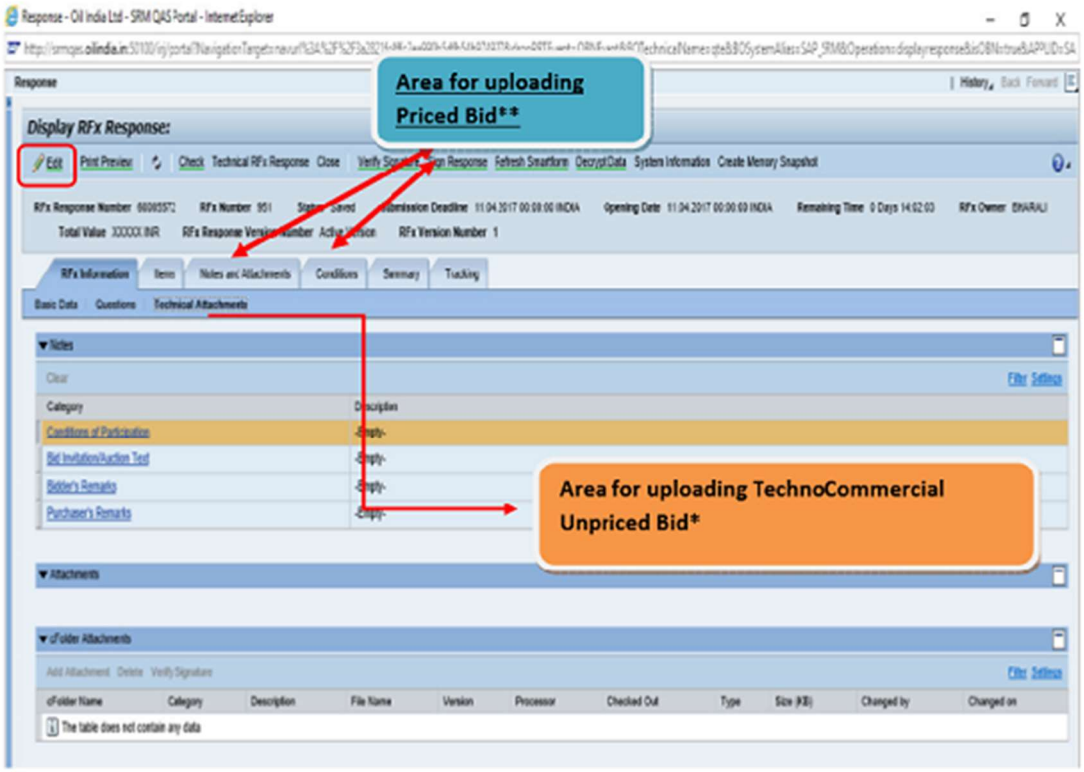
**A screen shot in this regard is shown as follows:**

## Upload Technical Bid / Price Bid.

1.



2. On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:



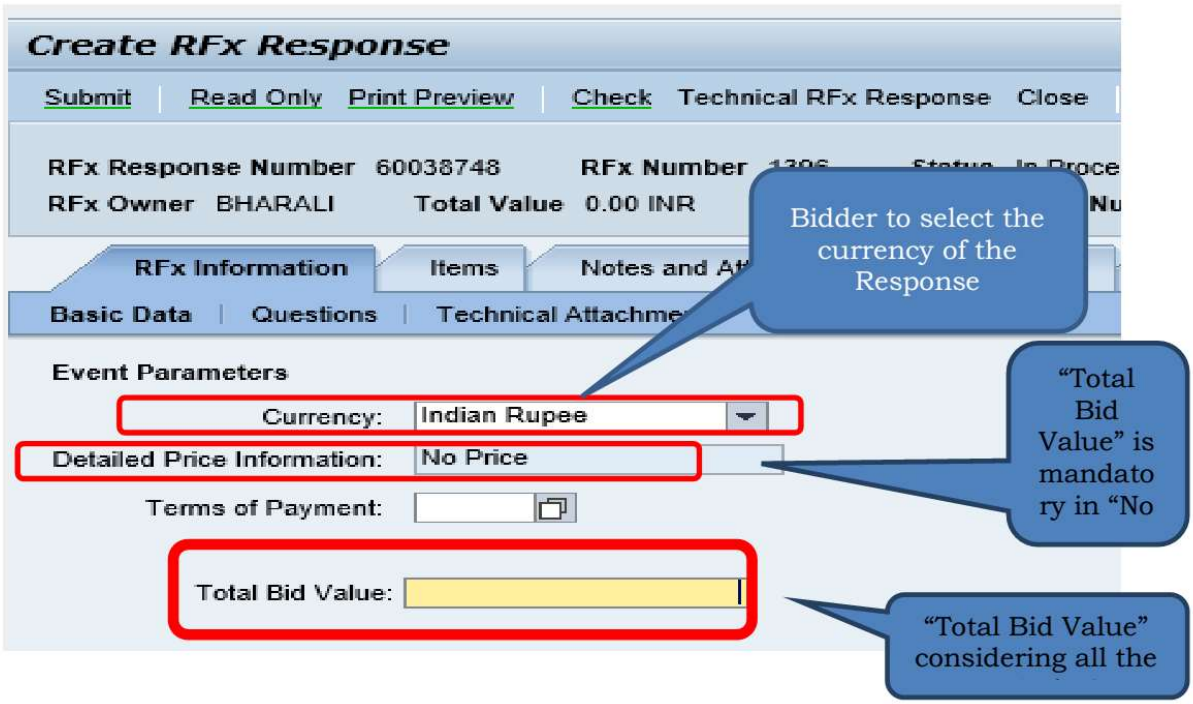

*The "Techno-Commercial Unpriced Bid" shall contain all technocommercial details except the prices.

** Please follow the instructions as per Vendor User Manual for Uploading Price under "Notes and Attachment" or "Condition"

10.1 **Any Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.**

**11.0 Deleted.**

**12.0** 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 to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited against the tender through attachment form under "Notes & Attachment". In such tenders, Bidders must upload their pricing as per the **"Price Bid Format – Proforma-B"** under **"Notes & Attachment"** and additionally fill up the **on-line field "Total Bid Value"** under **"RFx Information"** Tab Page 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 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 on 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: Proforma-B" under "Notes & Attachments" tab page.

**13.0** 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.

**14.0** The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under Clause 1.0 (xi) above and as indicated under Para 26.0 of ITB/10.0 of GCC 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.

**15.0 Integrity Pact**:

The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed with 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.

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

**17.0** Please do refer the User Manual provided on the portal on the procedure for submitting offer.

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

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

Thanking you,

Yours faithfully,
**OIL INDIA LIMITED**

**(TRIDIP KALITA)**
**Manager-C&P**
**For General Manager-Materials**
**For Chief General Manager-Kolkata Office**
**Oil India Limited, Kolkata**

**Date: 16.08.2024**

## Part-1
## INSTRUCTIONS TO BIDDERS (ITB)

**1.0 Eligibility of the bidder:**

1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC) 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) A Tender Forwarding Letter
b) Instructions to Bidders, (Part-1)
c) Bid Evaluation Criteria, (Part-2)
d) General Conditions of Contract, (Part-3, Section-I)
e) Special Conditions of Contract, (Part-3, Section-II)
f) Schedule of Rates, (Part-3, Section-III)
g) Integrity Pact (Part-4)
h) Price Schedule Format, (Proforma-B)
i) Bid Form, (Proforma-C)
j) Statement of Non-Compliance, (Proforma-D)
k) Bid Security Declaration (Proforma-E)
l) Performance Security Format, (Proforma-F)
m) Sample Agreement Form (Proforma-G)
n) Proforma of Letter of Authority (Proforma-H)
o) Authorisation for Attending Bid Opening (Proforma-I)
p) Format of undertaking by bidders towards local content (Proforma-J)
q) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma–K)
r) Format of undertaking by bidders for declaration of financial standing as per (Proforma-L)
s) Commercial bid checklist (Annexure A)
t) Other Proformas

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 prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

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

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

a) Complete technical details of the services offered.

b) Documentary evidence established in accordance with Clause 9.0.

c) ~~Bid Security Declaration as per prescribed format~~.

d) Integrity Pact digitally signed by OIL's competent personnel as attached with the bid document to be digitally signed by the bidder's Authorized representative.

e) All other relevant Undertakings and Proformas & Annexures as applicable as part of Bid.

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

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

a) Price-Bid Format as per Proforma-B

## 6.0 Bid Form:

The bidder shall complete the Bid Form and upload the same along with their bid.

**7.0 Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format 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, Assam Entry 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:**

Bidders shall submit their bid only in Indian Rupees and they will be paid in Indian Rupees only.

**9.0 Documents establishing bidder's eligibility and qualifications:**

These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

**10.0 Bid Security:**

The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Securing Declaration" (Proforma-E). Any bid not secured in accordance with Proforma-E above shall be liable for rejection as nonresponsive.

**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 actual Bid Closing/Opening 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. 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. The Power of Attorney shall be submitted by bidder.

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 authorisation (as per Proforma-H) 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 – Composite Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. 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 CGM-KO, Oil India Ltd., 4 India Exchange Place, Kolkata -700001(West Bengal) on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

~~a) The Original Bid Security along with 1(one) copy~~

~~b) Printed catalogue and literature if called for in the bid document.~~

c) Any other document required to be submitted in original as per bid document requirement.

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

12.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.

12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the

Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

**13.0 DELETED**

**14.0 Deadline for submission of bids**:

14.1 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.

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

14.3 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 11.00 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**15.0 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.

**16.0 Modification and withdrawal of bids:**

16.1 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.

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

16.3 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.

**17.0 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.

**18.0 Bid opening and evaluation:**

18.1 Company will open the Technical Bids, including submission made pursuant to clause 17.0, 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-I) 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. 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.

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

18.3 Bids which have been withdrawn pursuant to clause 17.0 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.

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

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

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

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

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

## 19.0 Opening of priced bids:

19.1 Price bids shall be opened on the same day of technical bid opening for tender being floated under Composite Bid System. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

19.2 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.

19.3 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.

## 20.0 DELETED

## 21.0 Evaluation and comparison of bids:

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

## 21.1 Discounts / rebates

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

21.1.2 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.

## 22.0 Contacting the company:

22.1 Except as otherwise provided in Clause 18.0 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 18.5.

22.2 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.

**23.0 Award of contract:**

**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.

**24.0 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.

**25.0 Notification of award:**

25.1 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.

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

**26.0 Performance security:**

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

26.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-F**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at KOLKATA. 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 (Format attached as **Proforma-F**) 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 Kolkata.

ii. Performance Security amount through NEFT or RTGS mode may be deposited to the OIL's bank account. Details of bank account shall be shared with the successful at the time of issuance of LOA.

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.** The online payment amount should be received in OIL's bank account.

| **OIL's Bank account Details for Online submission of Performance Security** | |
|---|---|
| **Name** | Oil India Limited |
| **Bank** | HDFC BANK |
| **Branch** | CENTRAL PLAZA BRANCH |
| **Branch Address** | HDFC BANK LTD<br>2/6, SARAT BOSE ROAD, CENTRAL PLAZA KOLKATA-700020, WEST BENGAL |
| **Account Number** | **00140350007709** |
| **Account Type** | Current |
| **IFSC Code** | HDFC0000014 |
| **MICR** | 700240003 |
| **Swift Code** | HDFCINBB |

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

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

26.3 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.

[Contract 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.

| | **Bank Details of Beneficiary** | |
|---|---|---|
| **A** | Bank Name | ICICI BANK LTD. |
| **B** | Branch Name | DULIAJAN |
| **C** | Branch Address | Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602 |
| **D** | IFSC Code | **ICIC0000213** |
| **E** | Company name | Oil India Limited |
| **F** | Unique Identifier Code (Field 7037) | OIL503988890 |
| **G** | SWIFT Code | ICICINBBXXX |

26.4 This Performance Security must be valid for 03 (three) months 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.

26.5 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.

26.6 **Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG):**

| Sl. No. | Bank Name | Sl. No. | Bank Name |
|---|---|---|---|
| **1** | Axis Bank limited | **12** | State Bank of India |
| **2** | Bank Of Baroda | **13** | South Indian Bank |
| **3** | Canara Bank | **14** | Yes Bank |
| **4** | Federal Bank | **15** | AU Small Finance Bank |
| **5** | HDFC Bank Limited | **16** | Bank of India |
| **6** | ICICI Bank Limited | **17** | City Union Bank |
| **7** | IDBI Bank | **18** | HSBC Bank |
| **8** | IDFC First Bank | **19** | Karur Vysya Bank |
| **9** | Indian Bank | **20** | Kotak Mahindra Bank |
| **10** | Indian Overseas Bank | **21** | Punjab National Bank |
| **11** | IndusInd Bank | **22** | RBL 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 | tridip.kalita@oilindia.in |
| **E** | Mobile No. | 8638881600 |
| **F** | Local Address | 4 India Exchange Place, Kolkata- West Bengal-700001 |
| **G** | Registered address | Duliajan, Dibrugarh, Assam-786602 |

26.7 In case of submission of performance security in the form of fixed/term deposit, the following details must be attached in the form of declaration by the contractor for confirmation of Term deposit/Fixed Deposit from the issuing bank.

| |
|---|
| Full address of the issuing bank |
| Branch Code |

| |
|---|
| Authorised signatory with full name and designation |
| Phone (Mobile) Numbers of the branch |
| Email address of the branch |
| Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited" |

In addition to above, the contractor shall arrange for a confirmation mail regarding issue of Term deposit/Fixed Deposit along with the following details mentioned below directly from bank's official email id to OIL's following e-mail id:
**FD_PS@OILINDIA.IN**

| FD NO. | Issue Date | Maturity Date | FD Amount | Beneficiary /Contractor Name | Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No) | FD amount pledged (in ₹) as per bank's books of accounts | Mode of FD Renewal (Auto Renewal/ Auto closure) | Remarks (if any) of the issuing Bank |
|---|---|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G | H | I |
| | | | | | | | | |

**27.0 Signing of contract:**

27.1 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.

27.2 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.

27.3 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 Bid Security/ Performance Security if submitted by the successful Bidder. The bidder shall also be debarred for a period of 2(two) years.

*(Signing of the Contract shall be done at the place of award in presence of both parties)*

**28.0 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.

**29.0 Mobilisation and advance payment:**

29.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation 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.

29.2 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 mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

29.3 In the event of any extension to the mobilisation 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.

**30.0 Integrity pact:**

30.1 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "PART-VI Integrity Pact" 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 by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact digitally will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

30.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.

30.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

30.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

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

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

**31.0 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.

**32.0** **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.

**33.0** **GOODS AND SERVICES TAX:**

33.1 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.

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

33.3 **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.

33.4 **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**.

33.5 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.

33.6 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.

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

33.8 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.

33.9 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.

33.10 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. 12/2012-Cus dated. 17.03.2012 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.

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

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

**34.0** Bidders may contact the following in case of any query against the tender:

**E-mail: tridip.kalita@oilindia.in**

***END OF PART - 1***

**&&&&&**

## Part-2
## BID EVALUATION CRITERIA (BEC)

The bids conforming to the terms and conditions stipulated in the guidelines issued by the Director General of Resettlement (DGR) (Attached copy of the Office of the Ex-servicemen Welfare Department, Ministry of Defence) will be considered for evaluation as per the Bid Evaluation Criteria as given below:

**1.1 The bidders/ security agencies shall submit the following along with technical bid:**

a) Copy of PAN CARD
b) Copy of Empanelment certificate issued by DGR.
c) PSARA certificate on the date of sponsorship.
d) Dully filled up Annexures and Proformas prescribed in the Tender.

**1.2** While prospective service providers are free to quote the price for service(s) outlined in the Tender Enquiry, the price so quoted shall not be below the promulgated minimum rates in accordance with DGR Wage Notifications. The Security Agency will be paid services charges @ 10% of the total bill by the Company. The expenses towards GST / any other statutory taxes will be payable extra as per prevailing rates.

**1.3** Evaluation will be done on the basis of lowest grand total outgo offered by the bidder in Proforma-B.

**1.4** In the eventuality of all the DGR sponsored Agencies quoting the same rates, the Company will award the contract to the senior most sponsored Agency. The order of seniority of sponsored agencies have been indicated in the Sponsorship Letter.

**Note:**

A. In the event of a Contract, the Contractor will be required to submit Contract Performance Guarantee (CPG) amounting to 10 percent of One Month's Wage Bill. Earnest Money Deposit (EMD) is not applicable against the tender.

B. The Proprietor / Director of the agency awarded the contract should the produce the following in person at the time of signing the contract for verification: -

a) Copy of the DGR Sponsorship Letter
b) Original copy of DGR Empanelment Certificate (with photograph and signatures of Proprietor/Directors)
c) PSARA License for the State of operation of the security agency.
d) All other documents as stipulated in the tender document.

**END OF BEC**

## PART-3, SECTION-I

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

### 1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

### 1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**1.2.1 COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

**1.2.2 CONTRACTOR**:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

**1.2.3 Contract**:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

**1.2.4 Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

**1.2.5 COMPANY's Site Representative/Engineer**:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

**1.2.6 Sub-Contract**:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor**:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY**.**

**1.2.8 Contractor's Representative**:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value***:*

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price**:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations**:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods** :

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

**1.2.13 Drawings**:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

**1.2.14 Specifications**:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

**1.2.16 Inspectors**:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

**1.2.17 Tests**:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.2.18 Approval**:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT

**1.2.19 Day**:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

**1.2.20 Month**:

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year**:

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

Means any day which is not declared to be holiday by the COMPANY.

**1.2.23 Bid/offer**:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

**1.2.24 Guarantee**:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

**1.2.25 Mobilization**:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

**1.2.26 De-mobilization**:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

**1.2.27 Willful Misconduct**:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

**1.2.28 Gross Negligence**:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

**1.2.29 Criminal Negligence:**

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

**1.2.30 GST Legislations**:

'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017
(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

**2.0 CONTRACT DOCUMENT**:

**2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted

in accordance with English language.

**2.2** **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

**2.3** **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

## 3.0 WAIVERS AND AMENDMENTS:

**3.1** **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**3.2** **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

## 4.0 CONTRACT TIMELINE:

**4.1** Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

**4.3 Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

## 5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

## 6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

**6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

**6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

**6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

**6.4** Comply with all applicable statutory obligations specified in the contract.

**6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

**6.6** CONTRACTOR 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.

**6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

## 7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

**7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.

**7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

**7.3** Perform all other obligations required of COMPANY by the terms of this contract.

## 8.0 DUTIES AND POWER /AUTHORITY:

### 8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor**:

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

**9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

**9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited

to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

**9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

**9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY**:

**10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

**10.2** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

**10.3** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

**10.4** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted

from the bankers as specified above.

**10.5** The Performance Security shall be denominated in the currency of the contract.

**10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

**10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

**10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.

**10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

# Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

## 11.0 SIGNING OF CONTRACT:

**11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. 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. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

## 12.0 CLAIMS, TAXES & DUTIES:

**12.1** **Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or

amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

**12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

**12.3 Taxes:**

**12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

**12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

**12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

**12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

**12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

**12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

**12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

**12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents

for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

**12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

**12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

**12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

**12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

*Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

**12.4 Goods and Services Tax**:

**12.4.1** "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.

**12.4.2** 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.

**12.4.3** 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.

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

**12.4.5** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

**12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

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

**12.5 Anti-profiteering clause**

**12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

**12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

**13.0 CUSTOMS DUTY, IF APPLICABLE**:

**13.1.1** CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs

Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

**13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

**13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

**14.0 INSURANCE:**

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

**14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.

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

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

**14.5 Certificate of Insurance:**

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

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

f) Waiver of subrogation endorsement has been attached to all policies and
g) The territorial limits of all policies.

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

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

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

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

**14.9 Principal Assured:**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

**14.10 Waiver of subrogation:**

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

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

**14.11 Deductible:**

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

**14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is

reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

**14.13 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

**14.14 On account payment to OIL in case of claim**

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

**14.15** CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

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

i) **Workman Compensation and/ Employers' Liability Insurance**: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

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

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

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

v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

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

vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

**viii) Any other insurance policy set forth in the SCC**

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

**15.0 LIABILITY**:

**15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

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

**15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

**15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to

under this Contract.

**15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

**15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

**15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

**15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0 LIMITATION OF LIABILITY**:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or

to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

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

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA**:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE**:

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

**19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

**20.0 INDEMNITY AGREEMENT**:

**20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of

any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

## 21.0 INDEMNITY APPLICATION:

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

## 22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

## 23.0 WARRANTY AND REMEDY OF DEFECTS:

**23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

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

## 24.0 SUBCONTRACTING/ASSIGNMENT:

**24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

**24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

## 25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

## 26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of

competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

**26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

**26.3** 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.

**26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

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

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT**:

**27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

**27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

**27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR’s designated bank. Bank charges, if any will be on account of the CONTRACTOR.

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

**27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

**27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

**27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

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

**27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

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

**27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

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

**27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

**28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/Fee/remuneration of the Indian agent/consultant/associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC**:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which

CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

## 30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

## 31.0 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, ionising 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.

**32.0 SET-OFF**:

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).

**33.0 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 :

**33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

**33.2** Defective work not remedied by CONTRACTOR.

**33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

**33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

**33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

**33.6** 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 CONTRACTOR, 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.

**33.7** Withholding will also be effected on account of the following:

i) Order issued by a Court of Law or statutory authority 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 are removed, payment shall thereafter be made for amounts so with-held.

**33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6** & **33.7** above.

**34.0 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 Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

**35.0 LABOUR LAWS**:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if

any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

## 36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

## 37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

**37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

**37.2** It will be entirely the responsibility of the Contractor/his

Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

**37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

**37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

**37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION**:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:**

**39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

**39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree

to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

**39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

**39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

**39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

**39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on

input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

**41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES**:

**42.1 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:

| Claim amount<br><br>(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<br><br>Upto Rs.25 Crore | Sole Arbitrator | OIL |
| Above Rs. 25 Crore | 3 Arbitrators | One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

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

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

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

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.

**42.2 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.

**42.3 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.

**42.4 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.

**42.5 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.

**43.0 COMPLETION OF CONTRACT**:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

**44.0 TERMINATION:**

**44.1 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.

**44.2 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.

**44.3 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.

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

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

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

**44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the

CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

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

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

**44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** 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.

**44.10** **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

**45.0** **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining

unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0** **WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**48.0 MISCELLANEOUS PROVISIONS:**

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.

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.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

**END OF GCC**

## PART-3, SECTION-II
## SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1.0 SCOPE OF WORK:

1.1 The security service shall have to be provided round-the-clock in 3 shifts of 8 hours duration each and deployment of the Un- Armed Security Guards to safeguard the premises and assets of the Company as follows:

For OIL Executive Guest House (Diroi House), 2E, Charu Chandra Avenue, Tollygunge, Kolkata- 700033 and Oil India Limited Main Office, 4th Floor, ICC Towers, 4, India Exchange Place Road, Murgighata, B.B.D Bagh, Kolkata- 700001:

1.2 Morning, Evening and Night Shift: (01 guard per shift) x (two locations) = 06 Nos. and 01 Security Guard for Reliever Duty.

1.3 Rates are inclusive of Basic including VDA as per guidelines issued by DGR on Statutory Minimum Wages.

1.4 All Guards must be trained in Fire-Fighting Procedures.

1.5 The contract and the security guards engaged by the Contractor shall be governed by:

i) West Bengal Shops and Establishment Act,1963
ii) The Minimum Wages Act, 1948.
iii) The Workman's Compensation Act, 1923
iv) The Payment of Wages Act, 1963
v) The Payment of Bonus Act, 1965
vi) The Contract Labour (Regulation & Abolition) Act, 1970 ant the rules framed thereunder.
vii) Employees' Pension Scheme, 1995
viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act, 1979
ix) The Employees Provident Fund and Miscellaneous provision Act, 1952

1.6 Prior to commencement of work the contractor shall submit the following:

i) List of security guards to be deployed.

ii) Medical fitness certificate of all the security guards to be deployed.

iii) Police verification of character and antecedents of the security guards to be deployed under the contract as per the system and procedure of the Govt. Security Regulations

### 2.0 RESPONSIBILITIES OF THE CONTRACTOR:

2.1 The Contractor shall maintain liaison with Local Police Stations in connection with filing of FIR and helping Police for investigation (wherever required), to bring improvement in security service wherever contactor security persons deployed.

2.2 Contractor shall have to watch and safeguard Company's property round the clock generally within and around assigned duty areas/sites. Any loss/damage/theft of Company's property from any assigned areas/sites shall have to be made good at the

Contractor's cost in case of occurrence during the period of the area/site being guarded by the Contractor.

2.3 In case any item(s) is lost from the place where contractor security is deployed entire amount will be recovered from the Contractor's Bill. If Contractor recovers the materials, he shall submit necessary certificate from the concerned department duly received by the concerned department who raised the theft reports within 15 days from the date of occurrence of theft and the recovered money will be returned.

2.4 The Contractor shall be solely responsible for any damage, loss or act of subversion or unlawful activities, which may be caused or committed, by any one of his workers within Company's establishment during the contractual period.

2.5 The Contractor must arrange and provide to his personnel suitable full uniform to the security guards as required for providing the said services at his own cost. The name of the Contractor (security agency) shall be prominently visible on the shirt and name of each guard displayed on a name plate pinned to the shirt worn by the security guards. The Contractor must ensure that the security guards turn up on duty with suitable and proper uniform. Any security guards, without afore stated dress shall not be allowed to attend duty.

2.6 The Contractor shall issue Identity Card/Photo Pass to each security guard as per Company's and Govt. Security Regulatory norms & the security personnel must carry/display the same during working hours. Contractor shall get sample of the uniform approved by the Chief Manager (Administration) OIL, Kolkata, or his representative before providing the same to his personnel.

2.7 The Contractor shall deploy only male persons per shift who must be physically/medically/mentally fit and do not exceed the over age. Moreover, no under aged personnel (as per Govt. Rules) should be deployed by the contractor. Deployment of watch and ward should be in straight shift with no break for 8 hours.

2.8 The Contractor shall arrange own transport, whenever necessary, for self and the security guards to execute contractual responsibilities.

2.9 The Contractor shall not engage any person as security guard whose Police verification report is found adverse.

2.10 All posts are transferable and may be split/re-deployed depending on operational requirement without any prior notice.

2.11 The Contractor shall comply with any other instruction which may be issued by the Company from time to time. The number of persons at any of the security posts may be changed from time to time due to operational exigencies to which the contractor shall not object.

2.12 The Contractor shall be responsible for ensuring disciplined duty of the security guards. The Contractor shall be solely held responsible for misconduct of any security guards whatsoever. If lawful authority in connection with any crime convicts any of the contractor's security guards, the Contractor shall immediately remove such person from services.

2.13 In case of death of any Security guard of the Contractor, the Contractor shall be responsible for settling down his/her claim and under no circumstances his/her next of kin can claim for deployment in company (OIL) as a Security personnel.

2.14 The Contractor shall ensure that security guards do not leave their place of duty under any circumstance till the next reliever reports for duty. Contractor shall be fully responsible for deployment of reliever.

2.15 The Contractor shall ensure that security personnel deployed on security duty are properly explained the nature of job and hazards associated with the assigned job. The Contractor shall follow all the HSE guidelines.

2.16 The Contractor shall have a registered office at Kolkata with telephone Number and Mobile Phone. The Contractor shall make available the Office address, telephone number and mobile number to the Chief Manager (Administration), OIL, Kolkata. The Office address, telephone number and mobile number shall also be available with the security guards.

2.17 The Contractor shall maintain the following registers in every post:

(i) Monthly Duty roster and shift wise daily attendance of the security guards deployed (one copy should be submitted every month to the Senior Manager (Administration), OIL, Kolkata.

(ii) Day to day record of incoming/outgoing guest & vehicles wherever applicable.

(iii) Visitor's register wherever applicable.

(iv) Duty book/diary book by the contractor's security guards on daily basis, details of duty/shift/off etc. The Duty book to be carried by the Contractor Security guards always while on duty for showing to the Contractor's supervisor and/or the Senior Manager (Administration), OIL, Kolkata, or his/her Representative while checking Duty Post.

2.18 The Contractor in their posts, if required, shall arrange for permanent/temporary accommodation for the security guards.

2.19 The contractor should have no claim against the company in respect of service which may be withdrawn at any stage and the contractor should be paid only for the duration of the service actually rendered shift wise strictly as per service charges.

2.20 Contractor will take action against the engaged person who is found of under influence of liquor while on duty.

2.21 The contractor has to follow the guidelines issued by Director General of Resettlement (DGR) regarding payment of wages and also to provide documentary evidence along with the submitted bill every month.

2.22 The contractor solely should agree to absorb all cost escalations either statutory or otherwise or both, for any category of service personnel deployed by the service provider during the entire period of this agreement or any extension(s) thereof.

**3.0 MINIMUM WAGES:**

The Minimum Wages shown in Proforma-B are as per the prevailing rates w.e.f 01.04.2024 issued by the Directorate General of Resettlement, Ministry of Defence in reference to Ministry of Labor & Employment, Govt. of India. The same will be considered as per the applicable rates during actual execution of the contract as per minimum wages rates notified by the Ministry of Labour & Employment, Govt. of India/ Director General of Resettlement (DGR) from time to time. The selected security Agency shall abide by the Minimum Wages issued by the Directorate General of Resettlement, Ministry of Defence in reference to Ministry of Labor & Employment, Govt. of India from time to time and as mentioned in DGR Sponsorship Letter Ref. . No. 2112/SA/Oil India Ltd, Kolkata/WB/2024/7726/8930/7120/7591/8246/Emp, dated: 16.04.2024.

**4.0 GENERAL CONDITIONS:**

4.1 The Contractor will make payment of wages to the security guards deployed for execution of this service agreement as decided by OIL Management.

4.2 The Contractor will have to maintain relevant records of such service hands engaged for execution of the jobs, which may be called for verification by Company in the event of default/failure to render the desired level of services. In the event of failure on the part of Service Provider to perform the duties in the manner as desired and/or does not comply with the contract provisions, Company shall have the right to deduct such amount deemed fit or feel appropriate as penalty. The amount of such deduction will be on pro-rata basis of the value of the contract or otherwise. The decision of Company in this regard will be final and binding on the Contractor.

4.3 The Contractor shall ensure observance of rules & regulations, guidelines as issued by Directorate General Resettlement (DGR).

4.4 The security agency shall comply with all guidelines, including amendments if any, as issued by Directorate General Resettlement (DGR).

4.6 In case of any contradiction of terms of the contract with the guidelines issued by DGR, the guidelines issued by DGR shall prevail.

4.7 The Contractor will not allow or permit to be allowed any unauthorized person within the precinct of the OIL Guest House (Diroi House), Tollygunge and Main Office, Kolkata premises as the same is utilised for staying of OIL's Officials, VIPs and mainly storing costly, critical and vital documents, materials required for OIL's operations.

4.8 The Company reserves the right to increase or to reduce the services and consequently the Contractor would be paid remuneration on pro-rata basis, if possible. Otherwise, the rates of any such additional/reduced services have to be mutually agreed by both parties, prior to execution.

4.9 In case of theft, fire, accident etc., the Contractor must immediately inform all relevant agencies including Company authorized representative. FIR to be lodged in case of theft from the OIL Guest House and Main Office premises and a copy of FIR to be submitted with Company's Shipping and Administration Department.

4.10 The Guards and security supervisors deployed by the Contractor for security duty should be well trained in firefighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid. They should be conversant

with the use of security gadgets like biometric access system, CCTV recordings, Gate pass systems etc.

4.11 The Contractor shall arrange for proper record keeping of visitors.
4.12 The Contractor shall regulate incoming and outgoing materials to and from the premises to prevent theft and pilferage.

4.13 The Contractor shall ensure smooth operation of fire and safety measures.

4.14 The Contractor shall ensure protection of Company's property, materials, files, records, documents, equipment etc. wherever applicable.

4.15 The Contractor's personnel shall be vigilant for prevention of misuse of water, electricity by switching off light/fan/Air-conditioners after office hours.

4.16 The Contractors personnel shall monitor electric points, switches, lights, Air conditioners, fans etc for switching off and on as and when required.

4.17 The Contractor shall ensure that all his employees observe cleanliness and wear neat and clean uniforms with Identity Cards duly displayed and that they are courteous, polite, and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the security staff engaged by him. The Contractor shall give necessary guidance and directions to his staff to carry out the jobs assigned to them.

4.18 The Contractor shall also be solely responsible for the payment of wages and/or dues to his employees.

4.19 All liabilities arising out of violation of local laws and/or central laws shall be Contractor's responsibility. The Contractor shall furnish a detailed fortnightly duty chart of his employees and shall keep the Company informed of any change in the list from time to time. The fortnightly duty chart should give the specific names of employees and the respective duties they are required to attend to. A copy of the duty chart shall be displayed by the Contractor on the Notice Board also.

4.20 The Contractor will provide all material(s) / equipment(s) required for day-to-day security including Torch, Whistles, Batons and neat and clean summer/winter uniform and protective materials like overcoats, umbrella, etc. at his cost.

4.21 The Contractor shall maintain a register for marking the attendance by security personnel deployed by him, which shall be checked/ verified by Company's representative, regularly.

4.22 Entry in the Office is restricted. The guards on duty at the gates will ensure that only the authorised persons enter after proper verification and intimation from authorized personnel of the Company.

4.23 The Contractor and the persons employed by him shall not divulge to outsiders any information about the equipment(s) installed, divulge information about the employees of the Company as well as the activities of the Company. The Contractor will also have the responsibility to safeguard Company's moveable and immovable property, besides protecting the environment.

4.24 The Contractor or his employees shall not use the premises allotted to him / her for any purpose other than the purposes defined in the Contract and shall not act in any manner as to cause any nuisance or annoyance to the Company.

4.25 The Contractor or his employees shall not aid or participate or support any anti-institutional activity under any circumstances and shall strictly restrict to the work awarded under the Contract.

4.26 The Contractor or his nominee shall ensure his presence at Company's office at a short notice when required.

4.27 No residential accommodation will be provided to the security guards/security supervisors. The Contractor shall properly maintain an account for all the items of furniture, registers, etc. prescribed by the Company.

4.28 The contractor will not employ any person below the age of 18 years and above 55. Copy of age proof to be submitted prior to deployment.

4.29 Security personnel on duty shall not leave the place of duty under any circumstance until and unless properly relieved.

4.30 Security agency shall stand by the management during emergency like Gherao, Picketing, Strike etc. and also provide security to OIL Staff from any assaults whatsoever.

4.31 The Agency should arrange for minimum 2 surprise checks, during holidays / out of operating hours of the premises, in a month by senior officials of the agency. At least one of such surprise inspections shall be carried out between 00.00 hrs and 04.00 hrs to check the alertness and attentiveness of the security guard. Surprise inspection report signed along with security guard on duty shall be handed over to the Officer in charge.

4.32 The Agency shall submit a monthly report of compliance and happenings in the premises to the officer in charge.

**5.0 DURATION OF CONTRACT:**

The duration of the Contract shall be for a period of 02 (two) years w.e.f 01.10.2024 extendable by another 01 (One) year subject to satisfactory performance to be reckoned from the commencement date of the contract. The contract may be extended up to another one year or lesser period at the option of the Company at the prevailing rates and same terms and conditions of the original contract and DGR guidelines amended from time to time.

5.1 Company reserves the right to terminate the agreement, with one month's written notice without assigning any reasons whatsoever. The Service Provider will be paid for the period of services rendered before such termination, if any.

5.2 Time for start and mobilization: Successful bidder will have to mobilise their personnel and submit requisite documents as per contract to commence operation w.e.f. 01.10.2024.

5.3 Extension of Contract/ Termination of Contract: Notice of intimation to extend the contract will be given 30 days before the expiry of the contract.

OIL reserves the right to terminate the full contract or a part of at any time without assigning any reason therefore by giving 30 days' notice in writing. If the security guard service rendered/provided to OIL are not found to be satisfactory during the contractual period, the contractor shall not be entitled for any compensation by reasons of any such termination. Security deposit will be forfeited in case of termination of contract due to poor performance by the contractor.

**6.0 Invoicing and Payment:** The Service Provider will submit their monthly invoice/bill in triplicate to Company at the end of each calendar month for the services rendered during the month incorporating the Agreement No./Work-order No. for processing payment. Income tax as applicable will be deducted from the monthly bill/invoice of the Service Provider as per Income Tax rules.

6.1 Service/Handling charges during the currency of the contract will only be guided by the rate prescribed by DGR in its guidelines for empanelment of ESM Security Service Agencies from time to time (which is 10% at present).

6.2 After finalisation of the tender and the total contract value, if there is any Minimum Wage Revision in future, OIL shall reimburse the revised amount.
6.3 GST will be applicable as per Govt. rules.

6.3 Payment will be released by Company within thirty days of receipt of undisputed bill/ invoice after necessary deduction of retention money and other amount, if any, due to Company as per provision of the agreement.

**7.0 PENALTY:**

7.1 If any of the deployed security guard found without proper uniform a penalty of Rs.100 per day per person will be deducted from contractor's monthly bill.

7.2 OIL shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any security guard or other person in the employment of the CONTRACTOR or any SUB-CONTRACTOR and the CONTRACTOR shall indemnify and keep indemnified the OIL against all such damages and compensation against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect of or in relation thereto.

7.3 During surprise checks by any authorized officer of the Company, if a particular guard is found negligent/sleeping/drunk on duty, then an amount equivalent to 3 (three) days wage will be deducted from the Contractor.

7.4 In the event of a guard not reporting for duty, alternate arrangements shall be made by the Contractor, immediately without jeopardizing the security of the Company failing which the amount equivalent the wage(s) of the guard(s) will not be paid and additionally penalty equivalent to the wage(s) of the guard(s) will be levied on the Contractor.

**8.0 LABOUR LAWS AND ARBITRATION:**

i) No labour below the age of 18 (eighteen)years shall be employed on the WORK.

ii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.

iii) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

iv) The CONTRACTOR shall comply with the provisions of the Payment of Wages Act 1936, Employee's Provident Fund & Miscellaneous Provision Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938, Employee's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto, and rules made thereunder from time to time.

v) The OFFICER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said rules/regulations.

vi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling any Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the OFFICER-INCHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The OFFICER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR. The decision of the OFFICER-IN-CHARGE in this respect shall be final and binding.

(vii) The contractor shall be responsible for required contributions towards P.F., ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to the company and shall deposit these amounts on or before the prescribed dates.

(viii) The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month and shall ensure that overtime wages wherever applicable has been paid to its workers. The wages should be disbursed to the contract labours only in the presence of Officer-In-Charge or his authorized representative.

(ix) The contractor/contracting firm should have separate ESI Code allotted under the Employees' State Insurance Act 1948.

(x) The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc arising out of the disputes relating to the dues and employment of personnel deployed by him.

(xi) The contractor's firm / concern should be an independent establishment having its own registration for Provident Fund Account Numbers with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Funds & Misc. Provisions Act 1952. It shall be obligatory on the part of the contractor to submit along with the monthly bills a copy of challan in proof of the payment of PF contribution (Employer and Employees) along with the detailed status submitted to RPFC showing the name of contractor's employees and the remitted in the respect of such employees. All incidental expenses such as administrative charges etc. shall be the contractor's liability.

(xii) To abide with Contract Labour (Regulation and Abolition) Act 1970 and the Rules framed there under.

## 9.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION:

In the event of the Contractor's default in timely mobilization within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

GST shall not be applicable on Liquidated Damages.

## 10.0 SUBCONTRACTING: Not allowed.

## 11.0 GOODS AND SERVICES TAX:

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.

2. "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.

3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST

rate (including cess) to be provided in the respective places in the Price Bid. The responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

4. 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.

5. 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.

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

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

8. 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/Contractor, OIL shall withhold the payment of GST.

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

10. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any

reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

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

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

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

15. 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.

16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

18. 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.

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

20. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

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

26. 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.

27. 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.

28. 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. 12/2012-Cus dated. 17.03.2012 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.

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

Any invoice issued shall contain the following particulars:

a) Name, address and GSTIN of the supplier;
b) Serial number of the invoice;
c) Date of issue;
d) Name, address and GSTIN or UIN, if registered of the recipient;
   Note: OIL GSTIN number is follows:
   West Bengal : 19AAACO2352C2ZT
e) Name and address of the recipient and the address of the delivery, along with the State and its code,
f) HSN code of goods or Accounting Code of services [SAC];
g) Description of goods or services;
h) Quantity in case of goods and unit or Unique Quantity Code thereof;
i) Total value of supply of goods or services or both;
j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
n) Address of the delivery where the same is different from the place of supply and
o) Signature or digital signature of the supplier or his authorised representative.

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

i) The original copy being marked as ORIGINAL FOR RECIPIENT;
ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
iii) 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. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

30. Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

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

11.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**Note:**

(i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

**END OF SCC**

# Part-3
# SECTION-III
# SCHEDULE OF RATES (SOR)

1.0 Bidders must indicate service charge and GST in percentage in the prescribed Price Bid Format (Proforma-B).

**Part-4**
**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 **'Hiring Security Services for Round the Clock (24 x 7) basis of Un-Armed Guards under Works Contract Labour in the Watch and Ward (Without Arm-Unlisted) category at OIL's Executive Guest House (Diroi House) and Main Office of Oil India Limited, Kolkata.'.**

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**

**(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 sub-contractors/sub-vendors.

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

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

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

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

**(1)** The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

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

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

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

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

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

**(7)** If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the

Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

**Section:9-Pact Duration**

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

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

**Section:10-Other provisions**

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

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

**(3)** In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall 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.

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

**(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.

**E-TENDER NO. CKI7284L25**

**PROFORMA-C**

**BID FORM**

**To**
**M/s. Oil India Limited,**
**4 India Exchange Place,**
**ICC Building, 4th Floor**
**Kolkata - 700001**
**West Bengal**
**India**

**Sub: IFB No. CKI7284L25**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/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, to commence the work as per the terms & conditions set out in the subject tender.

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

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

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

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

Dated this _____ day of _____ 2024.

**Authorised Person's Signature:** _____

**Name:** _____

**Designation:** _____

**Name of the firm/service provider/ bidder:** _____

**Seal of the Bidder:**

**PROFORMA-D**

## STATEMENT OF NON-COMPLIANCE (IF ANY)

**(Only exceptions/deviations to be rendered)**

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

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

**Authorised Person's Signature:** _____

**Name:** _____

**Designation:**_____

**Name of the firm/service provider/bidder:** _____

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

**PROFROMA-E**

## BID SECURING DECLARATION

Not Applicable

**PROFORMA-F**

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. OIL INDIA LIMITED,
4 India Exchange Place,
ICC Building, 4th floor,
Kolkata-700001
West Bengal, India

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 _____

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).

**Contd...P/2**

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.

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS_____
Designation_____
Name of 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 (indicating the Contract No.) by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602.

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

**PROFORMA-G**

**AGREEMENT FORM**

This Agreement is made on ____ day of _____ between Oil India Limited, 4, India Exchange Place, ICC Building, 4th Floor, Kolkata 700001, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ with validity of 03 (three) months beyond the contract period/ defect liability period.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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

(a) Section-I indicating the General Conditions of this Contract;
(b) Section-II indicating the Special Conditions of this Contract;
(c) Section-III indicating the Schedule of Rates.
(d) Integrity Pact and Undertakings

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 Kolkata, West Bengal as of the date shown above.

Signed, Sealed and Delivered,

| | |
|---|---|
| For and on behalf of<br>Company (Oil India Limited) | for and on behalf of Contractor<br>(M/s. _____) |
| Name: | Name: |
| Status: | Status: |
| In presence of | In presence of |
| 1. | 1. |
| 2. | 2. |

**PROFORMA-H**

## PROFORMA LETTER OF AUTHORITY

**TO**

**CGM (Kolkata Office)**
**M/s. Oil India Limited,**
**4 India Exchange Place,**
**ICC Building, 4th Floor**
**Kolkata - 700001**
**West Bengal**
**India**

Dear Sir,

**SUB: OIL's IFB No. CKI7284L25**

We_____of_____

Confirm that Mr. _____ _____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. **CKI7284L25** for

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

**Authorised Person's Signature:** _____

**Name:** _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

**NOTE:** This letter of authority shall be on printed letter head of the bidder and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**E-TENDER NO. CKI7284L25**

**PROFORMA-I**

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**TO**

**CGM (Kolkata Office)**
**M/s. Oil India Limited,**
**4 India Exchange Place,**
**ICC Building, 4th Floor**
**Kolkata - 700001**
**West Bengal**
**India**

Sir,

**SUB: OIL's IFB No. CKI7284L25**

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CKI7284L25** for

Yours Faithfully,

**Authorised Person's Signature:** _____

**Name:** _____

**Signature of Bidder:** _____

**Name:** _____

**Date:** _____

**PROFORMA-J**

**UNDERTAKING FOR LOCAL CONTENT**

**(To be submitted in the letter head of the bidder)**

Not Applicable

**PROFORMA-K**

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

Ref. No_____ Date _____

**To,**

**CGM (Kolkata Office)**
Oil India Ltd.,
4 India Exchange Place,
ICC Building, 4th floor,
Kolkata-700001
West Bengal, India

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

**Ref: Your Tender No. CKI7284L25**

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**E-TENDER NO. CKI7284L25**

**PROFORMA-L**

## DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

**To,**

**CGM (Kolkata Office)**
**Oil India Ltd.,**
**4 India Exchange Place,**
**ICC Building, 4th floor,**
**Kolkata-700001**
**West Bengal, India**

**Sub**: Undertaking/Declaration regarding financial standing.

**Ref**: **Tender No. CKI7284L25 for 'Hiring Security Services for Round the Clock (24 x 7) basis of Un-Armed Guards under Works Contract Labour in the Watch and Ward (Without Arm-Unlisted) category at OIL's Executive Guest House (Diroi House) and Main Office of Oil India Limited, Kolkata.'**

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

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

**(OR)**

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

Place: _____

Date: _____

_____

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

**Appendix-I**

**[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]**

Name:

FULL Address:

Phone Number:
Mobile Number:
E-mail address:
Fax Number:
Bank Account Number (in which the Bidder wants remittance against invoices):
Bank Name:
Branch:
Address of the Bank:
Bank Code:
IFSC/RTGS Code of the Bank:
NEFT Code of the Bank:
PAN Number:
GST Registration Number:

_____

Signature of Bidder with Official Seal

Bid Checklist

**Proforma-A**

| **Tender No.** | TENDER NO.CKI7284L25 |
|---|---|
| **Bidder's Name :** | |

| | | **Compliance by Bidder** | |
|---|---|---|---|
| **SL. NO.** | BEC / TENDER REQUIREMENTS | Indicate 'Confirmed' / 'Not Confirmed' / Not applicable | Indicate Corresponding page ref. of unpriced bid or Comments |
| **1** | Bidder to confirm that he has not taken any exception/deviations to the NIT | | |
| **2** | Confirm that the prices offered are firm and / or without any qualifications? (Conditional offer shall be liable for rejection.) | | |
| **3** | Confirm that the the price bid is as per OIL's price bid format | | |
| **4** | Confirm that the Bid comply with all the terms & conditions | | |
| **5** | CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER/CONTRACT ON YOU | | |
| **6** | CONFIRM THAT ALL THE DOCUMENTS UPLOADED AS PER BID REJECTION CRITERIA / BID EVALUATION CRITERIA AND NIT | | |
| **7** | Confirm that you have submitted undertaking of authenticity of information/documents as per Proforma-K | | |
| **8** | Confirm that you have submitted declaration as per Proforma-L | | |
| **9** | Confirm that the offers and all attached documents are digitally signed using Class 3# digital certificate (e-commerce application) in Organization Name issued by an acceptable Certifying Authority (CA) as per Indian IT. Act 2000. | | |
| **10** | Confirm that you have complied to Payment terms of NIT | | |
| **11** | Confirm that you have uploaded Integrity Pact as per NIT | | |
| **12** | Confirm that you have uploaded duly filled up all other Proformas and Annexures as per NIT | | |

**NOTE: Please fill up the greyed cells only.**

**E-TENDER NO. CKI7284L25**

**PROFORMA – B**

## Price Bid Format/ Schedule of Units, Quantities and Rates applicable for DGR Security Guards (Without Arms)

Basic Wages and Other Allowances to the category of ex-servicemen will be paid as per rates fixed by Directorate General of Resettlement, Ministry of Defence which may be subject to revision from time to time and will be given effect from the date of revision, rest all will remain fixed throughout the contractual period. The rates (wages & other allowances) per head per day are indicated below:

| Sl. No. | Description | Unit of Measurement | Quantity | Current Rate (Rs.) |
|---|---|---|---|---|
| 1. | Basic Wages (BW) + Variable Dearness Allowance (VDA) Minimum wages **@ Rs. 948/-** | Per Day | 3744 Days | 948.00 |
| 2. | Employees State Insurance (ESI) / Medical Allowance and Workmen Compensation in areas not covered under ESI @ **3.25% of (BW + VDA).** *(Not applicable)* | Per Day | 3744 Days | 0.00 |
| 3. | E.P.F. @ **12% of (BW + VDA)** (Maximum 12 % on ₹15000 per month) | Per Day | 3744 Days | 69.23 |
| 4. | Employee Deposit Link Insurance (EDLI) @ **0.5% of (BW + VDA)** (Maximum 0.5 % on ₹15000 per month) | Per Day | 3744 Days | 2.88 |
| 5. | Administrative Charges (EPF & EDLI) @ **0.5% of (BW + VDA)** (Maximum 0.5 % on ₹15000 per month) | Per Day | 3744 Days | 2.88 |
| 6. | House Rent Allowance (H.R.A.) @ **24% of (BW + VDA) or INR 5,400/-** (Whichever is higher) | Per Day | 3744 Days | 227.52 |
| 7. | ESI / Medical Allowance on HRA **@ 3.25% of HRA** *(Not applicable)* | Per Day | 3744 Days | 0.00 |
| 8. | Bonus @ **8.33% of BW + VDA** *(Not applicable)* | Per Day | 3744 Days | 0.00 |
| 9. | Uniform Outfit Allowance **@ 5% of (BW + VDA)** | Per Day | 3744 Days | 47.40 |
| 10. | Uniform Washing Allowance **@ 3% of (BW + VDA)** | Per Day | 3744 Days | 28.44 |
| 11. | **Sub-Total (Sum of Sl. No.1 to 10)** | Per Day | 3744 Days | **1,326.36** |
| 12. | **Relieving Charges** (1/6$^{th}$ of Sub-Total i.e Sl. No. 11 for rest day working) | Per Day | 3744 Days | 221.06 |

| | | | | |
|---|---|---|---|---|
| 13. | **Total Cost Per Day** | Per Day | 3744 Days | **1,547.42** |
| 14. | **Contractor Service Charges in Percentage of Total Cost Per Head mentioned under Sl. No. 13 above.**<br>**[BIDDERS ARE TO ENTER THE % HERE as per DGR guidelines]** | Percentage (%) | | |
| 15. | **GST Applicable (Bidder to quote)** | Percentage (%) | | |

*(Only greyed cells under Sl. No. 14 & 15 to be filled up)*

Note:

a) Above rates w.e.f 01.04.2024 are as per DGR Notification and subject to changes when ordered by competent authority. Minimum Wages and other allowances are subject to amendments as and when promulgated by concerned authorities from time to time.

b) Bidders are instructed to quote the percentage only up to two decimal places. GST to be quoted in the designated place in price schedule and will be paid extra.

c) The comparison of the responsive bids will be made on the basis of Service Charges to be quoted in percentage as per DGR guidelines and quoted GST and the overall lowest cost to OIL i.e L1 bidder inclusive of GST shall be considered for award of contract.

In the eventuality of all the DGR sponsored Agencies quoting the same rates, the Company will award the contract to the senior most sponsored Agency. The order of seniority of sponsored agencies have been indicated in the Sponsorship Letter.

d) 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.

e) 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.