TENDER NO- CKI3341L27

NOTICE INVITING TENDER

The tender is issued to the following shortlisted vendors:

a) M/s Sanvee Star Hospitality Pvt. Ltd.
b) M/s Monami Enterprise
c) M/s Refma Facility Hospitality India Pvt. Ltd.
d) M/s Annapurna Associates
e) M/s Rabindra Nath Tiwari
f) M/s Paradise Enterprise

Kolkata Office,
6TH Floor, NBCC Square,
Akandakeshari Main Rd,
Action Area III, New Town,
West Bengal- 700 135
Phone (O) 033-22301657
FAX: 91-33-22302596
Email: oilcalmn@oilindia.in,
tridip.kalita@oilindia.in

FORWARDING LETTER

M/s. _____
_____
_____
_____

Description: Tender No. – CKI3341L27 for Hiring of Housekeeping and Catering Services for OIL'S NBCC Guest House (Apartment Nos. 601 & 602, 6th Floor, Residential Tower), NBCC Square, Action Area III, New Town, Rajarhat, Kolkata - 700 135.

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, a few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	Tender / IFB No.	:	CKI3341L27
(ii)	Type of Bidding	:	Limited Indigenous e-tender; Composite Bid System
(iii)	Tender fee	:	Not applicable
(iv)	Bid Closing Date & Time	:	08.12.2026 at 11:00 AM
(v)	Technical Bid Opening Date & Time	:	08.12.2026 at 01:00 PM
(vi)	Price Bid Opening Date & Time	:	08.12.2026 at 01:00 PM
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal

(viii)	Bid Opening Place	:	OIL INDIA LIMITED, 6TH Floor, NBCC Square, Akandakeshari Main Rd, Action Area III, New Town, West Bengal- 700 135
(ix)	Bid Validity	:	90 days from date of actual Bid Closing/ Opening
(x)	Bid Security	:	Nil
(xi)	Amount of Performance Security	:	Nil
(xii)	Validity of Performance Security	:	NA
(xiii)	Mobilization	:	The mobilization should be completed by the Contractor within (15) Fifteen days from the date of issuance of LOA (Letter of Award)
(xiv)	Duration of the Contract	:	The duration of the contract shall be 06 (Six) Months and 15 (Fifteen) days (inclusive of 15 days mobilization period) from the date of issue of Letter of Award (LOA), with a provision for extension by another 06 (Six) months or lesser period at the same rates and same terms & conditions at the discretion of OIL, with a provision for early termination Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, the duration of the contract shall be considered for 06 (Six) Months from the date of completion of actual mobilization.
(xv)	Integrity Pact	:	Not applicable
(xvi)	Location of work	:	OIL INDIA LIMITED, 6TH Floor, NBCC Square, Akandakeshari Main Rd, Action Area III, New Town, West Bengal- 700 135
(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 Organization's Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "**Organization Name**" field 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 GM-KOLKATA OFFICE in the 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.**

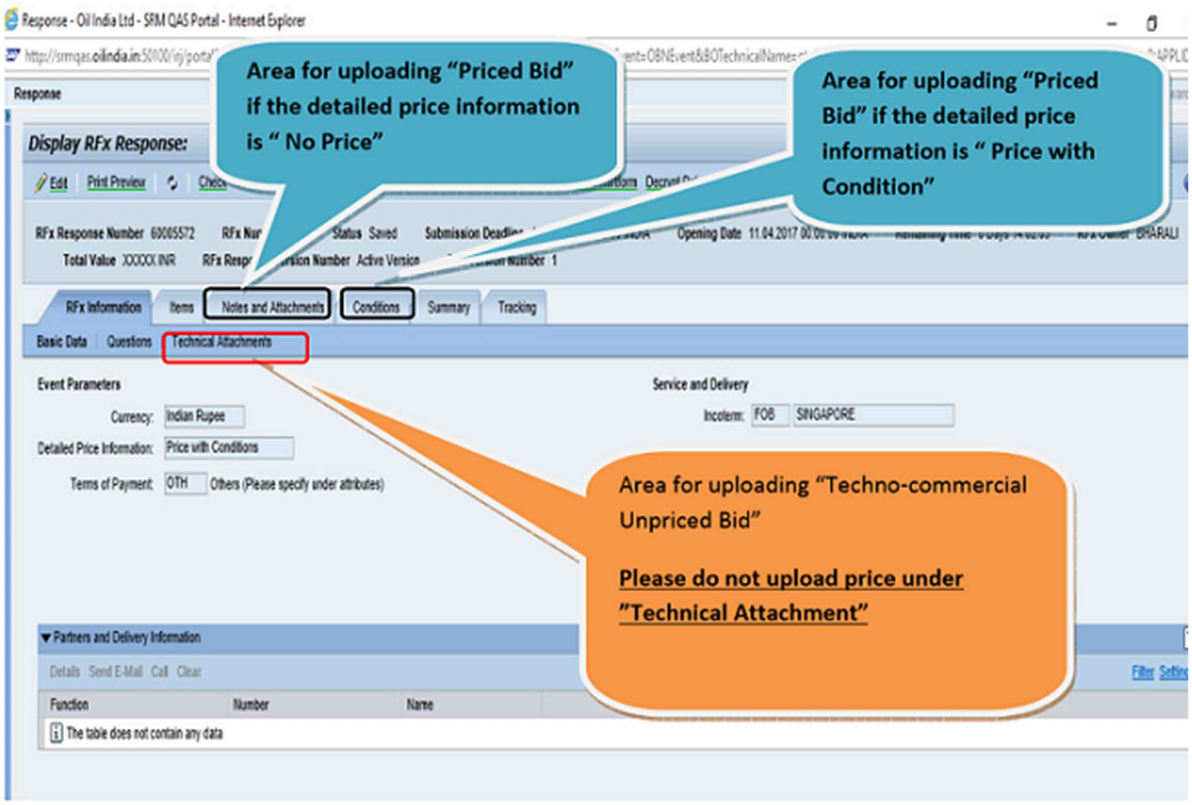
9.0 Please ensure that Techno-commercial Bid / all technical related documents related to the tender are uploaded in the Technical Attachment as shown in the screen shot below. The "**TECHNO-COMMERCIAL UNPRICED BID**" shall contain all techno-commercial details **except the prices**.

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.**

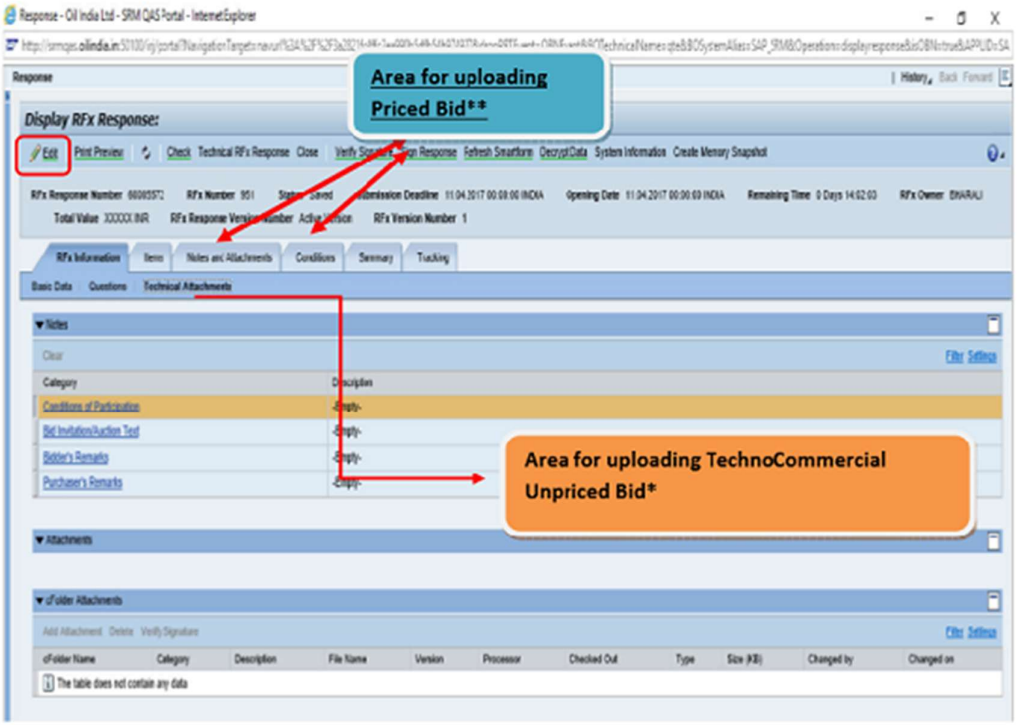
A screen shot in this regard is shown as follows:

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:



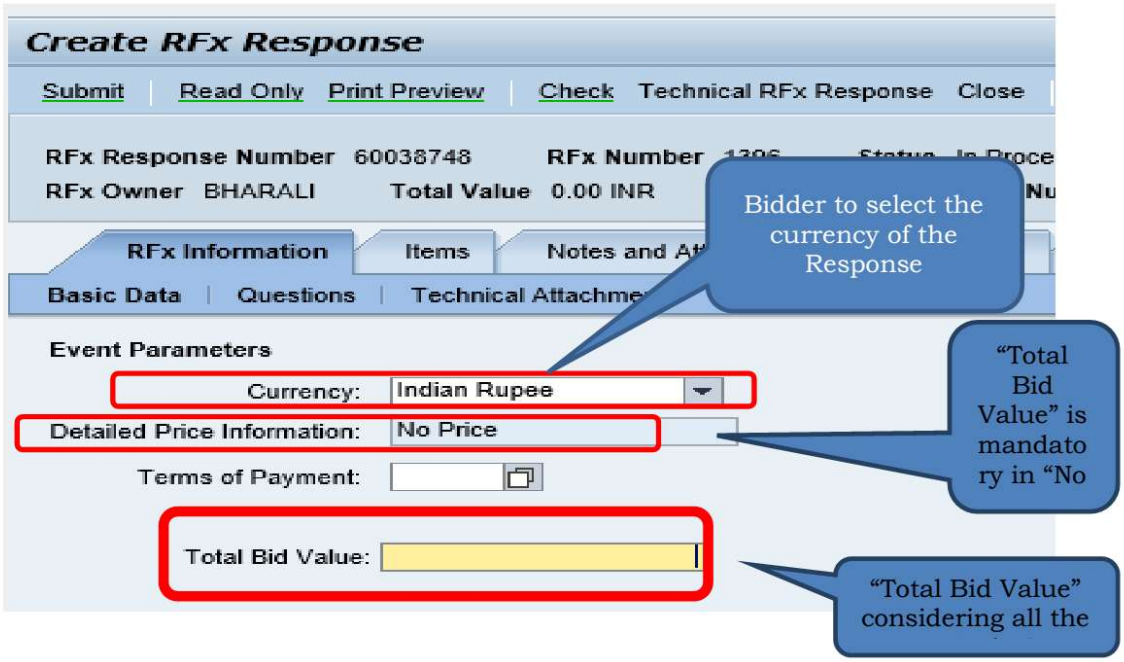
*The "Techno-Commercial Unpriced Bid" shall contain all technocommercial details except the prices.

** 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: Not applicable.

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-Materials (Kolkata Office)
For General Manager-Kolkata Office (HoD)
Oil India Limited, Kolkata

Date: 23.11.2026

Part-1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 Eligibility of the bidder:

1.1 The eligibility criteria 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) Scope of Work (Part-3, Section-IV)
h) Bid Checklist (Proforma-A)
i) Price Schedule Format, (Proforma-B)
j) Bid Form, (Proforma-C)
k) Statement of Non-Compliance, (Proforma-D)
l) Bid Security Declaration (Proforma-E) – Not applicable
m) Performance Security Format, (Proforma-F)
n) Sample Agreement Form (Proforma-G)
o) Proforma of Letter of Authority (Proforma-H)
p) Authorisation for Attending Bid Opening (Proforma-I)
q) Format of undertaking by bidders towards local content (Proforma-J) – Not applicable
r) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma–K)
s) Format of undertaking by bidders for declaration of financial standing (Proforma-L)
t) Format of declaration that bidder is not under Holiday List/ Delisted/ Blacklisted/ Debarred (Proforma – M)
u) Format For Certificate of Compliance of Financial Criteria (Proforma – N)
v) Certificate of Annual Turnover & Net worth (Proforma – O)
w) Commercial bid checklist (Proforma – Q)
x) Other Proformas, Annexures, Appendices

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 90 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 initialled 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 GM-KO, Oil India Ltd., 6TH Floor, NBCC

Square, Akandakeshari Main Rd, Action Area III, New Town, West Bengal- 700 135 on or before 12:45 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 12:45 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 (Not Applicable):

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 **Appendix-II**) 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 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	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

BENEFICIARY DETAILS FOR ISSUE OF E-BG

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	tridip.kalita@oilindia.in
E	Mobile No.	8638881600
F	Local Address	6TH Floor, NBCC Square, Akandakeshari Main Rd, Action Area III, New Town, West Bengal-700 135
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

26.8 **Submission of Performance Security in the form of Insurance Surety Bond:** If Performance Security is submitted in the form of Insurance Surety Bond **(**as per **PROFORMA-**

R), then the following instructions are to be followed:

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

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

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

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

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

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

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

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

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: Not applicable

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-3 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

35.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time), issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

35.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

35.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

35.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country;

or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country;

or

d. An entity whose beneficial owner is situated in such a country;

or

e. An Indian (or other) agent of such an entity;

or

f. A natural person who is a citizen of such a country;

or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

35.4 The beneficial owner for the purpose of para 12.3 above will be as under:

35.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation:
a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

35.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

35.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

35.4.4 Where no natural person is identified under 12.4.1 or 12.4.2 or 12.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

35.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

35.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

35.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **PROFORMA – Q(I)** in this respect to be submitted by the bidder.

35.7 Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

35.8 The bidders are required to provide undertaking as per **PROFORMA – Q(II) & PROFORMA – Q(III)** along with their bid complying with Clause No. 12.1 above for participation in this tender.

35.9 If the undertakings viz. **PROFORMA – Q(I), PROFORMA – Q(II) & PROFORMA – Q(III)** given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

END OF ITB

Part-2
BID EVALUATION/REJECTION CRITERIA (BEC/BRC)

Note to bidders:

Technical Evaluation and Financial Evaluation Criteria of BEC/ BRC are not applicable for the shortlisted vendors mentioned in NIT.

Other than the shortlisted vendors to whom the enquiry has been issued, interested vendors who wish to participate in the tender may apply with proper credentials (Relevant documents including company profile, financial status, list of services the vendor provides, client list must be submitted along with the application) and should fulfill the below mentioned criteria.

Documentary evidence as stipulated below along with company profiles and other documents mentioned above, should reach the office from where the tender is floated (email: tridip.kalita@oilindia.in) within 10 days of publication of the tender on OIL's website. Based on merit, OIL will allow the vendors to participate in the current tender or future tender for the item(s) at its sole discretion.

***Disclaimer**: Authorization to participate in the tender does not guarantee placement of order. Requests received from interested vendors after 10 days of publication of tender shall be considered for future tenders only, subject to meeting the below evaluation criteria.*

1.0 GENERAL CONFORMITY:

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 "Similar Work" EXPERIENCE:

The bidder must have experience of successfully executing/completing at least one Similar Work of value not less than **₹ 4,53,000.00 (Rupees Four Lakh Fifty-Three Thousand only)** under a single contract over the last 07 (Seven) years reckoned from the original bid closing date in Central or State PSUs / Central or State Government Organization/ Nationalised Banks / Public Limited Company in India.

Notes to BEC Clause 2.1 above:

I. "**Similar Work**" mentioned in Clause No. 2.1 means **"Experience of providing both canteen/catering services and Mechanized Housekeeping/cleaning service".**

II. Proof of requisite Experience, viz. award and subsequent successful execution/completion of **"Similar Work"** (refer Clause no. 2.1 above), must be substantiated by submission of the following documents along with the bid:

(A) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above,

AND

(B) Job Completion Certificate showing:

(i) Gross value/quantity of job done
(ii) Nature of job done and Work order no./Contract no.
(iii) Contract period and date of completion

OR

SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

(i) Work order no./Contract no.
(ii) Gross value/quantity of job done
(iii) Period of Service
(iv) Nature of Service

III. Following work experience shall also be taken into consideration:

(i) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and the value/quantity executed within the last 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.

(ii) If the bidder is executing **"Similar Work**" as defined in Clause No. 2.1 which is still running, and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.

(iii) If the prospective bidder has executed work as defined in Clause No. 2.1 is a component of a contract.

• In case the documents submitted as per **Para II. (A) & (B)** above are not sufficient to establish the value / quantity / period of the **"Similar Work"** experience submitted as per **Para III. (i), (ii)** and **(iii)** above, the bidder shall have to submit the breakup of the work(s) executed under such contract(s) clearly indicating the value / quantity / period of **"Similar Work**" experience which should be certified by the end user, or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

IV. Experience of executing '**Similar Work**' through sub-contracting shall not be considered for evaluation.

V. In case requisite experience is against **OIL's Contract**, the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work.

VI. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence of experience.

VII. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value/period, as stipulated under Clause No. 2.1 will only be treated as acceptable experience.

VIII. "Similar Work" experience executed by a bidder for its own organization/ subsidiary/ Joint Venture cannot be considered as experience for the purpose of meeting BEC.

IX. Bids submitted for part of the work will be rejected.

X. Bid will be rejected if not accompanied with adequate documentary proof in support of **"Similar Work"** experience as mentioned in Para 2.1.

XI. Bidders submitting their bid based on the experience of their Joint Venture/ Parent/ Subsidiary/ Co subsidiary/ Sister Subsidiary and from 'Consortium of Companies' shall not be considered.

XII. The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 Annual Financial Turnover from operations of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **₹ 4,53,000.00 (Rupees Four Lakh Fifty-Three Thousand only).**

3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note:

i. Annual Financial Turnover of the bidder from operations shall mean: "Gross amount of revenue recognized in the profit and loss account from the sale, supply or distribution of goods or on account of service rendered, or both, by a company during a financial year".

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

Notes to BEC Clause 3.0 above:

a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Proforma-O**.

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

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

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

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

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 3.1 & 3.2.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 The bidder must submit an undertaking, as per **PROFORMA–S**, affirming adherence to the Minimum Wages Act and all statutory dues and obligations.

4.2 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 are 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.

4.3 Bidders shall offer firm price throughout the validity of the contract and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.

4.4 Validity of the bid shall be minimum **90 days** from the actual Bid Closing/ opening Date. Bids with lesser validity will be rejected. Bid Form as per **Proforma-C** to be submitted as part of technical bid.

4.5 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

4.6 The bid documents are not transferable. Bids made by bidders who have not been issued the Bid documents from the Company will be rejected.

4.7 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the Bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

4.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

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

a. Firm Price
b. Period of validity of bid
c. Price schedule
d. Delivery/ completion schedule
e. Scope of Work
f. Force Majeure Clause
g. Tax Liabilities Clause
h. Arbitration Clause
i. Acceptance of Jurisdiction and Applicable Law
j. Penalty clause
k. Termination Clause

4.10 The Bids must be Digitally Signed using legally valid "Class 3" digital certificate with Organization Name along with 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 as per Indian IT Act 2000. The bid signed using other than "Class 3" digital certificate and/or without Bidder's organization name as mentioned above, will be rejected.

4.11 Bidders shall submit declaration as per **Proforma-L** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

4.12 Bidders shall submit declaration as per **Proforma-M** regarding Holiday List, debarment etc.

4.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bidding Format"/**Proforma-B**.

5.0 PRICE EVALUATION CRITERIA:

5.1 Bidders are required to quote as per Price Bid Format (Proforma-B) and must quote for all line items in the Price Bidding Format, otherwise, the offer of the bidder will be straightway rejected.

5.2 The comparison of the responsive bids will be made on the basis of the overall quoted price including GST in Price Bidding Format (Proforma-B) of the tender and the overall lowest cost to OIL i.e. L1 bidder inclusive of GST shall be considered for award of contract.

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

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

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

5.6 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.

5.7 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.

5.8 In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lots between the parties offering the same overall lowest price.

6.0 GENERAL:

6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

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

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

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

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

6.7 DOCUMENT AUTHENTICITY UNDERTAKING: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-K**.

7.0 PURCHASE PREFERENCE CLAUSE:

7.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference to Micro and Small Enterprises is applicable for this tender.

Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit **Udyam Registration Number with Udyam Registration Certificate** along with the technical bid for availing the benefits applicable to MSEs.

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

8.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

9.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Subject to Order No. **F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time), issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, bidder to refer Clause No. **35.0 of ITB** for more details.

10.0 CHECKLIST FOR BEC-BRC: Bidder must submit the duly filled commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

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 authorization 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 **30 (Thirty) 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 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

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

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

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

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

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

14.2 Deductible:

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

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

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 Waiver of subrogation:

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

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

14.6 Loss Payee Clause:

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

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.7 Additional Assured:

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

14.8 Certificate of Insurance:

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

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

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

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

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

14.11 On account payment to OIL in case of claim

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

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

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

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.

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

vii) Any other insurance policy set forth in the SCC

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

42.2 Resolution of Dispute through SAC:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

time to time.

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

3. 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.

42.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)

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

42.6 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)

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

A. DEFINITIONS:

Mobilization	The mobilization shall be completed by the Contractor within 15 (Fifteen) days from the date of issuance of Letter of Award (LOA). During mobilization, the Contractor shall carry out the following activities: (A) Mobilize required personnel, materials, uniforms, appliances (including washing machine of minimum 10 kg capacity, indoor pot plants, wall-mounted dispensers, mechanized cleaning equipment), tools etc. for deployment at the designated location of work (OIL Guest House at NBCC Square) as specified in the Scope of Work (SOW). (B) Obtain and submit the Labour Clearance Advice (LCA) and/or Labour Clearance Certificate (LCC). (C) Submit the list of manpower to be deployed along with individual undertakings from the contractor personnel stating that "the contractor personnel shall not claim, demand, or seek permanent employment or deployment in the office building / Guest House premises or with the Client (OIL) upon the completion or termination of this contract". (D) Arrange 'Photo Gate Passes / Identity Cards' for all personnel working inside the Guest House / office premises in coordination with Administration Section of OIL Kolkata Branch, Valid Government Photo ID, and passport-size photographs. (E) Submit Medical Fitness Certificates for all personnel engaged under the contract from a Government Registered Medical Practitioner / Doctor prior to mobilization. (F) Submit mandatory undertaking confirming compliance with all applicable insurance provisions as per the contract and statutory regulations.

	Mobilization shall be deemed to be completed only upon fulfilment of all the above activities and certification by OIL's authorized representative. In case of delay in mobilization, the contractor shall be liable to pay Liquidated damages as detailed here below.
Duration of contract	The duration of the contract shall be 06 (Six) Months and 15 (Fifteen) days (inclusive of 15 days mobilization period) from the date of issue of Letter of Award (LOA), with a provision for extension by another 06 (Six) months or lesser period at the same rates and same terms & conditions at the discretion of OIL, with a provision for early termination Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, the duration of the contract shall be considered for 06 (Six) Months from the date of completion of actual mobilization.
Inspection	To be guided by GCC (Clause 25.0) and the Scope of Work (SOW).
Performance Security	Nil
Terms of Payment	On-account payment may be made, not more often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions, and the service delivery / measurement shall be checked and certified correct by the Company's Officer-in-Charge / Engineer before any such final payment is made. Payment will follow a monthly billing cycle as per the English Calendar. The Contractor shall submit monthly running bills to General Manager - Kolkata Branch (HoD) within the first week of the succeeding month for necessary payment, accompanied by Monthly statement of guest occupancy along with guest-countersigned copies of receipts/bills for official guests' meals (reimbursable as per SOW Clauses 7.0, 7.5 & 7.8) and original cash receipts/vouchers duly approved by OIL's authorized representative towards emergency maintenance/repair jobs up to Rs. 5,000.00 per instance (reimbursable at actuals as per SOW Clause 4.1(f)).
Retention Money	5% of value of work done shall be deducted from each monthly bill which shall be kept as retention money and the entire amount shall be released after 3 months from the date of satisfactory completion of work (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.
Submission of Invoice	All Invoices are to be uploaded through the Vendor Invoice Management (VIM) portal only via the following link: https://vim.oilindia.in/velocious-portal-app/ All Invoices are to be addressed to: General Manager - Kolkata Branch (HoD), Oil India Limited, 6th Floor, NBCC Square, Akandakeshari Main Rd, Rajarhat, Action Area III, New Town, Kolkata, West Bengal - 700 135, clearly mentioning OIL's Work Order No. and Contract No. The invoice amount shall be paid after deduction of applicable taxes (TDS under Income Tax & GST), retention money (if any), and penalties/recoveries (if any) for the billing period. Payment shall be made within 30 (Thirty) days from the date of receipt of undisputed bills.
Agent Commission	NA
Insurance	Insurance as specified vide GCC Clause 14.16 (i) [Workmen's Compensation and/or Employer's Liability Insurance], 14.16 (ii) [Commercial General Liability Insurance], 14.16 (vi) [Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)], shall be applicable under this contract. The Contractor shall obtain and maintain necessary insurance policies against the above for the entire contract period. No other insurance mentioned in GCC shall be applicable.
Disbursement of Wages	The Contractor shall be solely responsible for the timely disbursement of wages to all Contract Labour engaged under the Contract. Wages shall be paid strictly in accordance with the Code on Wages, 2019 and its amendment, if any.
Arbitration	To be guided as per GCC (Clause 42.0).
De-Mobilization	As per GCC
Association of company's Personnel	OIL's representative shall advise, inspect, and approve the jobs carried out by the Contractor's personnel as specified in the Scope of Work (SOW).

Liquidated Damage	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 total contract value, per week or part thereof of delay from the date of scheduled mobilization subject to a maximum ceiling of 7.5% of total contract value. Liquidated Damages shall be reckoned from the expiry date of the scheduled mobilization as defined above. GST is not applicable on LD.
Penalty	As per Clause 13.0 (Clauses 13.1 to 13.5) of the Scope of Work (SOW).
Provision of Personnel facilities	The Contractor has to facilitate transportation, food & accommodation to their deployed personnel at their own cost. Deployed personnel shall not use Guest House rooms, facilities, or guest food/consumables for personal purposes (in accordance with SOW Clauses 3.0 & 10.0).
Warranty and remedy of defects	NA (Service performance and rectification of deficiencies shall be governed by GCC Clause 23.0 and SOW Clauses 12.0 & 13.0).
Miscellaneous Provisions: Key personnel	Contractor warrants that it shall provide competent, qualified, and sufficiently experienced personnel (including a nominated Supervisor) to perform the work correctly and efficiently in accordance with GCC Clauses 9.0 & 48.0 and SOW Clause 3.0.
Limitation of Liability (%)	100% of Contract Price in line with GCC (Clause 16.0).
Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may be	(i) The Contractor shall be solely responsible for compliance with all applicable Labour Laws, including the four New Labour Codes (Code on Wages, 2019; Industrial Relations Code, 2020; Code on Social Security, 2020; and Occupational Safety, Health and Working Conditions Code, 2020), and shall pay wages not less than the applicable statutory Minimum Wages notified by the Competent Authority. (ii) The Contractor shall keep Oil India Limited fully indemnified against any liability, claim, penalty, or statutory dues arising from non-compliance with applicable labour legislation. (iii) Statutory variations in taxes and duties shall be governed by GCC Clause 39.0 and para D of SCC below.
Subcontracting: Allowed/Not Allowed	Not allowed other than the petty services.
If allowed, define Petty Services	Off-site mechanized laundry washing/Ironing through reputed agencies such as Tumbledry / UClean / Laundry

	King is permitted strictly as specified under Clause 4.6 of the Scope of Work.
Address details for submission of invoice	All Invoices are to be sent to the following address: General Manager - Kolkata Branch (HoD) Oil India Limited, Kolkata Branch 6th Floor, NBCC Square, Akandakeshari Main Rd., Rajarhat, Action Area III, New Town, Kolkata, West Bengal - 700 135
Force Majeure Rate	As per GCC (Clause 31.0).

B. LABOUR CLEARANCE ADVICE/LABOUR CLEARANCE CERTIFICATE:

The Contractor shall obtain and submit the Labour Clearance Advice (LCA) and/or Labour Clearance Certificate (LCC) within the mobilization period.

The following are the three different categories of labour clearances:

i. In case of engaging 50 or more contract labours per day, Labour License is to be obtained from the Regional Labour Commissioner (Central) under the Occupational Safety, Health and Working Conditions (OSH) Code, 2020 / Contract Labour (R&A) Act, 1970, and finally LCA from HR Relations Department of OIL, Duliajan.

ii. In case of engaging maximum 49 or less contract labours per day, LCA is to be obtained from HR Relation Department of OIL, Duliajan.

iii. In case 10 or more Inter-state migrant contract labours are engaged per day, ISMW (Inter-State Migrant Workers) license/registration is to be obtained from the Regional Labour Commissioner (Central) under the OSH Code, 2020 / ISMW Act, 1979, and finally LCA from HR Relations Department of OIL, Duliajan

Depending on total number of labourers engaged, the LCA/License Decision making is tabulated as 2 by 2 matrix below:

Total Number of Labourers engaged	**09 or less Inter-state Migrant Work-persons.**	**10 or more Inter-state Migrant Work-persons.**
49 or less Contract Labours	-Only LCA required from HR Relations	-Inter-state migrant Work persons license required from labour authority (under OSH Code, 2020 / ISMW Act, 1979). -LCA Required from HR Relations

50 or more Contract Labours	- Labour license under the OSH Code, 2020 / Contract Labour (R&A) Act, 1970 is required from labour authority. -LCA Required from HR Relations	- Inter-state migrant Work-persons license required from labour authority (under OSH Code, 2020 / ISMW Act, 1979). - Labour license under the OSH Code, 2020 / Contract Labour (R&A) Act, 1970 is required from labour authority. -LCA Required from HR Relations

C. Contractor's Obligation:

a) The contractor shall comply with all provisions stipulated by the Ministry of Labour and Employment vide **D.O. No. Z-20025/13/2019-LRC(E)/e-119357 dated 24.04.2026.**

b) The Contractor shall not engage any person who is below the age of 18 (eighteen) years or who has attained the age of 60 (sixty) years as a Contract Labour for execution of the contract. "Contract Labour" shall mean any worker hired in or in connection with the work of an establishment by or through a contractor or sub-contractor, with or without the knowledge of the Principal Employer, as defined under Section 2(m) of the Occupational Safety, Health and Working Conditions Code, 2020. The Contractor shall issue formal written Appointment Letters and monthly Wage Slips to all deployed Contract Labour.

c) The Bidder/Contractor must abide by the following new Labour Codes/notified by Govt. of India on 21.11.2025 and their Rules to be notified:

a) The Code on Wages, 2019.
b) The Industrial Relations Code, 2020.
c) The Code on Social Security, 2020.
d) The Occupational Safety, Health and Working Conditions Code, 2020.

d) The Contractor's firm/concern shall be an independent establishment having its own separate registration codes for Provident Fund (EPFO) and Employees' State Insurance (ESIC) under the Code on Social Security, 2020 / EPF & MP Act, 1952 and ESI Act, 1948, and shall deposit both Employer and Employee statutory contributions on or before the prescribed due dates every month.

D. 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.

   Bidder is 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. Bidder should also mention the Harmonized System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

5. 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.

6. 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.

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

8. 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.

9. 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.

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

11. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per

GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

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

E: OTHER TERMS:

Area Of Operation	OIL Guest House (02 Nos. of 3 BHK Dwelling Units), 6th Floor, Residential Tower (G+14), NBCC Square, Akandakeshari Main Rd., Action Area III, New Town, Rajarhat, Kolkata, West Bengal - 700 135 (India) [Administrative Reporting Office: Oil India Limited, Kolkata Branch Office, 6th Floor, NBCC Square,

	Akandakeshari Main Rd, Rajarhat, Action Area III, New Town, Kolkata, West Bengal - 700 135]
HSE Policy	Refer Safety Measures (GCC Clause 37.0 and Scope of Work)
Interim de-Mobilization and Re-mobilization	NA
Notice	Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: **Company** a) **For contractual matters** General Manager (Kolkata Branch) Manager Materials (Kolkata Branch) Oil India Limited, Kolkata Branch Kolkata, West Bengal Email: nj_saikia@oilindia.in tridip.kalita@oilindia.in b) **For technical matters** General Manager (Kolkata Branch) Sr. Manager (HR & Admin) Oil India Limited, Kolkata Branch Kolkata, West Bengal. Phone No.: 9434020080 Email: nj_saikia@oilindia.in subhajit_saha@oilindia.in c) **Contractor** _____ A notice shall be effective when delivered or on the notice's effective date, whichever is later.
RECORDS, REPORTS AND INSPECTION	As defined under Clause 11.0 of Scope of Work (SOW) and GCC Clause 25.0

F: 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, M/s A TREDS Ltd. (Invoice Mart), M1xchange, C2treds and DTX. 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)

Description of Work/Service: Hiring of Housekeeping and Catering Services for OIL'S NBCC Guest House (Apartment Nos. 601 & 602, 6th Floor, Residential Tower), NBCC Square, Action Area III, New Town, Rajarhat, Kolkata - 700 135.

Item No.	Description of Services	UOM	Estimated quantity
10	Monthly Service Charge for Housekeeping	Month	6.00
20	Monthly Service Charge for Catering	Month	6.00
30	Pest control service, per apartment of 3 BHK, per job	No.	6.00
40	Deep cleaning, per apartment of 3 BHK, per job	No.	6.00
50	Hilsa 150 gm	Each	40.00
60	Prawn 150 gm	Each	40.00
70	Mutton 150 gm	Each	40.00
80	Local Chicken 150 gm	Each	40.00
90	Evening Snack (Veg Pakoda 1 plate)	Each	200.00

1. General Instructions to Bidders

1.1 Bidders shall quote against each line item of the Price Bidding Format in accordance with the cost allocation instructions below and the Scope of Work, SCC, GCC and other tender documents.

1.2 The quoted rates shall cover all costs, expenses, overheads, supervision, transportation, mobilisation/demobilisation, tools, equipment, consumables, materials, taxes/levies other than GST, and contractor's profit necessary to

deliver the relevant service, except for items expressly stated to be provided by OIL or separately payable under another line item.

1.3 A cost shall be loaded only against the line item to which it relates. The same cost shall not be claimed or recovered under more than one line item. No additional payment shall be admissible for inputs or activities included in a quoted rate.

1.4 The estimated quantities in the Price Bidding Format are for bid evaluation and/or estimation. Payment shall be made in accordance with the contract, actual services/jobs ordered and accepted, and the applicable measurement/payment provisions. No minimum quantity of food items or jobs is guaranteed unless expressly stated in the tender.

1.5 GST shall be quoted/indicated in the manner prescribed in the Price Bidding Format. Bidders shall not alter the item descriptions, units or estimated quantities in the Price Bidding Format.

2. Item-wise Cost Allocation

Item No. 10 – Monthly Service Charge for Housekeeping (UOM: Month)

Quote one consolidated monthly rate for the complete housekeeping and upkeep service for both dwelling units, covering all duties and service outputs in Part-A of the Scope of Work, including:

• Housekeeping manpower, supervision, relievers/backup, uniforms/PPE and all associated employment costs; • routine cleaning of guest rooms, washrooms, living/dining areas, kitchens, balconies, corridors, approaches and other included areas; • mechanised and manual cleaning, including provision, operation, maintenance and replacement of vacuum cleaners, floor scrubber/mopper, wet-and-dry vacuum, ladders, extended-reach tools and other necessary equipment; • cleaning implements and all contractor-supplied cleaning chemicals, detergents, disinfectants, liquid soap, tissues, toilet consumables and other consumables required by the Scope of Work; • linen collection, handling, issue, storage, recordkeeping, washing, drying, ironing and return of clean linen, including any outsourcing charges; • provision of the required guest-use washing machine; • welcome-kit items and replenishment, including tea/coffee sachets, milk/sugar or jaggery sachets, biscuits and tissues; • toiletries/grooming kit items and replenishment, including toothbrush, toothpaste, comb, shower cap, disposable razor and shaving cream; • shower gel/body wash and shampoo, including wall-mounted dispensers and refilling; • provision and upkeep of pots with indoor plants in each dwelling unit, including pots, manure, watering, pruning, routine replacement and maintenance; • inventory upkeep, service records, routine guest-room readiness and all other housekeeping obligations specified in the Scope of Work.

Do not include the cost of deep-cleaning jobs separately listed at Item 40 or pest-control jobs separately listed at Item 30. Do not include the cost of special food items listed at Items 50–90. Company-provided linen and existing Company-provided assets are to be handled and maintained as specified in the Scope of Work; their original purchase cost shall not be loaded into this item.

Item No. 20 – Monthly Service Charge for Catering (UOM: Month)

Quote one consolidated monthly rate for the catering service infrastructure and service-delivery component, excluding the food-material cost to be quoted under the applicable food-item line(s). Also do not load the cost of the "standard meals" as the Contractor is to collect food charges directly from the guests. The rate shall include:

• Catering/service manpower, supervision, relievers, uniforms and associated employment costs; • arrangement of suitable cooking/preparation facilities • utensils, cookware, serving equipment and any additional crockery/cutlery required beyond the existing Company-provided items; • transportation/logistics of ingredients and meal-related items; • cooking fuel/LPG, water and routine catering supplies; • preparation, cooking, serving and packing inputs; • cleaning of catering equipment, utensils, kitchen/pantry/dining/service areas and dishwashing; • food-order coordination, meal-consumption records, guest receipts/bills and monthly statements; • compliance with applicable food-safety and hygiene requirements, including applicable FSSAI requirements; and • all other service-delivery costs required under Part-B of the Scope of Work, excluding food materials charged under separate food-item lines.

Do not load food ingredient/raw-material costs for separately scheduled special items into this item. Also do not load the cost of the "standard meals" as the Contractor is to collect food charges directly from the guests. The standard meal rates and their composition shall be as specified in the Scope of Work; Contractor shall not charge guests or OIL more than the approved/contractual meal rates.

Item No. 30 – Pest Control Service, per apartment of 3 BHK, per job (UOM: No.)

Quote a rate for one complete pest-control treatment of one 3-BHK dwelling unit. The rate shall include inspection, trained personnel, approved chemicals/products, equipment, PPE, application, protection of food/utensils/linen and other precautions, clean-up, mobilisation/demobilisation, service record and all other inputs necessary to complete the job in accordance with the Scope of Work. The service shall cover the applicable rooms, toilets, kitchen, dining area, corridors, storage/service areas, drainage points and other susceptible areas, and control of commonly occurring household pests.

The quoted rate is per dwelling unit per job. Where OIL instructs treatment of both dwelling units, each unit shall be measured as a separate job. Do not include routine housekeeping or deep-cleaning costs in this item.

Item No. 40 – Deep Cleaning, per apartment of 3 BHK, per job (UOM: No.)

Quote a rate for one complete deep-cleaning job for one 3-BHK dwelling unit. The rate shall include all labour, supervision, mechanised equipment, cleaning agents/chemicals, tools, PPE, access equipment, mobilisation/demobilisation and other inputs needed for the deep cleaning described in the Scope of Work, including guest rooms, washrooms, corridors, entrance, kitchen/dining areas, accessible glass/doors/windows, fans/fixtures, furniture, identified walls/ceilings, drains and other areas instructed by OIL.

The quoted rate is per dwelling unit per job. The two dwelling units may be cleaned on different dates/occasions; each unit shall be measured as a separate job completed. Routine daily/periodic housekeeping remains included in Item 10 and shall not be billed again under this item.

Item Nos. 50–90 – Special Food Items (UOM: Each)

Quote a separate rate for each special food item exactly as described in the Price Bidding Format: Item 50 – Hilsa, 150 g; Item 60 – Prawn, 150 g; Item 70 – Mutton, 150 g; Item 80 – Local Chicken, 150 g; and Item 90 – Evening Snack (Veg pakoda, one plate). Each rate shall include the food materials/ingredients for the specified standard portion, spices, oil and other ingredients, and ordinary preparation-related material inputs needed to supply the item in fresh, hygienic and ready-to-serve condition.

The monthly catering service charge under Item 20 covers catering infrastructure, manpower and service delivery. Accordingly, do not include those monthly infrastructure/manpower costs again in Items 60–100. Conversely, the ingredient/material cost for these separately priced items shall be included in the respective item rate and shall not be claimed again under Item 20. The items shall be supplied only when ordered/approved and shall be billed/paid in accordance with the tender's guest-billing and Company-billing provisions.

3. Common Cost Treatment and Exclusions

3.1 **Company-provided assets:** OIL-provided linen and existing furniture, fixtures, appliances, kitchen equipment, crockery/cutlery and other assets identified as Company-provided shall not be charged as purchase costs to OIL. The Contractor shall handle, clean, maintain, account for and protect them as required by the Scope of Work. Any additional items the Contractor is required to provide shall be priced against the relevant service line item as set out above.

3.2 **Emergency expenditure:** The limited emergency expenditure described in the Scope of Work is reimbursable only when authorised by OIL and supported by original receipts/documents, and shall not be built into routine monthly rates as a separately recoverable expense.

3.3 **Deep cleaning and pest control:** These are separately measurable, instruction-based jobs under Items 40 and 30 respectively. Their costs shall not be duplicated in the monthly housekeeping rate, except that routine cleaning and ordinary upkeep remain included in Item 10.

3.4 **Food charges:** The food charges mentioned in the scope as "Standard Menu" shall not be built into any line item as the charges are to be collected by the contractor directly from the guest.

3.5 **No extra payment:** Unless a cost is expressly identified as separately payable under the Price Bidding Format or is reimbursable under an expressed contract provision, all costs necessary for full performance shall be deemed included in the relevant quoted rate.

PART-3, SECTION-IV

SCOPE OF WORK (SOW)

OIL INDIA LIMITED (OIL), a Government of India "Maharatna" Category Enterprise under the Ministry of Petroleum and Natural Gas, is a premier up-stream Company engaged mainly in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG. Its Field Head Quarter (FHQ) is at Duliajan Dibrugarh, Assam, India and Corporate office is in Noida, UP, India. OIL has significant presence in different parts of India and abroad in the E&P Business. OIL has an office at Kolkata to handle the shipping activities of the Company besides other administrative activities.

1.0 BACKGROUND AND OBJECTIVE

Oil India Limited Kolkata Office is functioning from the 6th floor of NBCC Square, Rajarhat, New Town, Kolkata. Company has three numbers of 3 BHK dwelling units in the residential tower located in the same compound. Out of these three units, two units are for use as guest house. Both the units are on the sixth floor of the building.

Oil India Limited (Company) intends to engage a competent service provider for integrated housekeeping and catering services at its guest house in Kolkata. The contract shall be service-output based and shall cover the complete housekeeping, guest-house upkeep, catering and associated support services specified in this Scope of Work.

The Contractor shall independently assess and deploy the manpower, supervision, shifts, equipment, tools, consumables, food materials and other resources necessary to achieve the specified service levels, unless specified otherwise anywhere else in the contract.

2.0 ESTABLISHMENT PARTICULARS

Particular	Details
Facility	Apartment Nos. 601 & 602, Residential Tower, NBCC Square, Akandakeshari Main Road, Action Area III, Newtown, Kolkata-700135
Floor No.	6TH Floor on a G+14 Storey residential building
Guest rooms	Total 6 rooms in 2 dwelling units (3 BHK each) situated on the same floor. Each bedroom has an attached washroom and balcony.
Carpet area per dwelling unit	2019.76 sq. ft. (187.64 sq. m)
Total serviceable area per dwelling unit	3079.00 sq. ft. (286.05 sq. m)

Indicative occupancy for service planning	This a new guest house and not yet operational.
Kitchen	Total 02 (01 in each dwelling unit). Size: 13.5 ft x 8 ft

3.0 GENERAL SERVICE REQUIREMENTS

The Contractor shall render comprehensive housekeeping and catering services and will take care of complete day-to-day functioning of the Guest House including maintenance of premises, housekeeping, cooking/catering services, marketing requirements etc. in accordance with this Scope of Work and instructions from Company's authorised representative.

The Contractor shall arrange adequate and competent housekeeping, cooking, serving, supervisory and support personnel as per its own assessment.

The Contractor shall plan operations in such a way that guest/ resident arrival, departure, room turnaround, cleaning, linen change, food preparation and serving are completed without inconvenience to guests/ residents.

The Contractor shall maintain suitable backup arrangements for leave, weekly off, sickness, absence and other contingencies so that service continuity is maintained.

The Contractor shall nominate a responsible supervisor for coordination with Company. In absence of the supervisor, the contractor shall immediately arrange for suitable substitute with intimation to Company.

Personnel shall maintain professional conduct, courtesy, personal hygiene, proper dress/uniform and identification and shall not disturb, create inconvenience or intrude upon guests.

Personnel shall maintain confidentiality regarding guests and their personal belongings, shall not use guest rooms or guest-house facilities for personal purposes and shall not enter occupied/unoccupied rooms except for authorised housekeeping/service requirements.

All machinery, equipment, tools, implements, PPE, cleaning accessories and service aids required for the Contractor's service outputs shall be provided and maintained by the Contractor except items specifically identified as Company provided.

Repair, replacement or maintenance of civil, electrical, plumbing works, ACs, DG, elevator or other engineering assets are not under the scope of the contractor. However, any emergency, defect or breakdown as mentioned in para 4.1 f) below must be promptly attended and reported to Company; unauthorised repairs shall not be undertaken.

All registers and records required under this Scope of Work shall be maintained legibly and produced to Company on demand.
The contractor shall deploy separate personnel for housekeeping and catering services.

The Contractor shall upkeep the Company owned fixtures and furniture, furnishings, fittings & equipment, electrical appliances etc. of the guesthouse during contractual period. The Contractor shall also ensure to keep all such items in excellent condition. In the event of any damage/loss caused to the above, either by the contractor themselves or by any of their personnel, the same shall be made good by the contractor at its own cost within maximum one week or as decided by Company. Else, the cost as estimated by Company shall be deducted from contractor's running bill. Such items shall not be taken out of Guest House premises without the consent in writing by authorized official of the Company.

4.0 PART-A: HOUSEKEEPING & UPKEEPMENT SERVICES

The Housekeeping Services shall cover guest rooms, attached washrooms, living rooms, corridors, kitchen/dining areas, balconies/verandahs, approach, interconnecting pathways of the units, drainage points, service/storage areas, and other associated facilities within the Guest House premises.

4.1 General Housekeeping

a) Maintain the Guest House in a clean, hygienic, odour-free, safe and presentable condition throughout the contract period.

b) Regular sweeping, mopping, dusting, wiping, vacuum cleaning and spot cleaning of all applicable surfaces.

c) Remove and dispose of garbage/waste generated within the Guest House at the designated disposal point in accordance with applicable municipal/environmental requirements. The garbage disposal point is inside the campus only.

d) Immediately clean spillages, stains, food waste, water accumulation and other conditions affecting cleanliness or hygiene.

e) Ensure cleanliness and proper presentation of the Guest House before arrival of every guest and attend to housekeeping requirements arising from check-in/check-out.

f) The Contractor will be responsible for taking good care of guest house property and keep up-to-date inventory thereof. The Contractor/ supervisor shall attend emergency during breakdown of electrical power supply, Cable TV, Water supply, Security related matters and medical emergency of guests etc. and immediately report to the Company. In case of emergency, he may be

allowed to spend nominal amount not exceeding Rs. 5000.00 related to maintenance/repair jobs etc. in each case. The said job shall be carried out with permission of Company authorized representative and the amount will be reimbursed on actuals upon submission of original receipt /documents of the same along with monthly bill.

4.2 Guest Rooms

Complete cleaning and readiness of every guest room, including floors, furniture, beds, headboards, tables, chairs, wardrobes, doors, windows, fixtures, all electrical fittings, ceiling fans and other accessible surfaces.

The guest rooms must be kept comfortable by switching on ACs/ Room heaters as applicable before arrival of guests.

Dusting, sweeping, cobweb cleaning, vacuum cleaning, mopping and spot cleaning as applicable to the surface/material.

Cleaning of room fixtures and equipment from the exterior without causing damage; care shall be taken around electrical/electronic appliances and sensitive surfaces.

Cleaning of high-level and difficult-to-reach areas using safe extended-reach tools and methods.

A vacated room shall be cleaned, inspected and made ready promptly after checkout, with priority given to rooms required for immediate re-allotment. Occupied rooms shall be serviced daily on the guest's requirement/standard housekeeping schedule, with due regard to privacy and Company instructions.

At the time of checkout, the Contractor shall check for damage, missing items or abnormal conditions and promptly report the same to the designated Company representative.

4.3 Attached Washrooms / Toilets

Daily and need-based cleaning and disinfection of floors, walls, doors, WCs, wash basins, counters, mirrors, fittings, taps, shower areas, drains and sanitary fixtures.

Removal of stains, scale, soap deposits, hair and visible dirt using appropriate cleaning methods.

Maintain washrooms odour-free, hygienic and dry as far as practicable, with prompt response to spills and guest complaints.

Clean floor drains and waste outlets and immediately report choking, leakage or plumbing defects.

The contractor shall supply and fix wall mounted dispenser filled with shower gel/ body wash and shampoo of capacity not less than 350 ml and shall refill the same as and when required.

Supply of disinfectant, cleaning agent, toilet consumables and cleaning tools are in the scope of the contractor.

4.4 Common Areas:

Regular mechanised sweeping, scrubbing/mopping and drying of corridors, lobbies, balconies, entrance, interconnecting pathways between dwelling units, approaches, open spaces and other common areas which are part of the Guest House. Supply of disinfectant, cleaning agent and other consumables, cleaning tools are in the scope of the contractor.

Vacuum cleaning of carpets, mats, upholstered furniture and other vacuum-cleanable surfaces at suitable intervals and whenever required.

Dusting and cleaning of doors, windows, building glasses, furniture, railings, wall/floor edges, skirting, accessible light fittings, fans, fixtures and other visible surfaces.

Cleaning of high-level and difficult-to-reach areas using safe extended-reach tools and methods.

Cleaning of balconies/verandahs, where applicable, including removal of cobwebs, dust and debris.

Removal of leaves, litter, dust, mud, cobwebs and accumulated waste, upkeep of drainage points in balconies, removal of silt, deposit, debris and blockages that can be attended to by routine housekeeping methods.

4.5 Kitchen, Dining and Service Areas

Daily cleaning of kitchen floors, walls, counters, sinks, shelves, storage surfaces, chimneys, exhaust fans and accessible fixtures.

Cleaning and hygienic upkeep of dining tables, chairs, serving area, crockery/cutlery, washing area and related service spaces.
Immediate cleaning of food spillages and disposal of food waste to prevent odour, stain, insects and contamination.

Routine cleaning of cooking/serving equipment, kitchen appliances and utensils used by the Contractor; Company-owned kitchen assets, if any, shall be handled carefully and kept clean.

Keep food covered, maintain proper ingredient storage and prevent infestation of insects/pests.

Routine cleaning and upkeep of drainage points; removal of silt, deposit, debris and blockages that can be attended to by routine housekeeping methods.

Inspection of drainage points and prompt reporting of blockage, leakage, overflow, structural defect or condition requiring civil/plumbing intervention.

Supply of disinfectant, cleaning agent and other consumables, cleaning tools are in the scope of the contractor.

4.6 Linen Management

Company shall provide the required linen inventory for Guest House operations.

The Contractor shall handle collection, segregation, counting, safe storage, issue and replacement of linen.

Clean linen shall be stored in a clean, dry and protected manner and issued only in clean condition.

Used linen shall be collected separately and handled hygienically.

Bed linen and applicable pillow covers/towels/other linen shall be changed after every guest checkout and whenever otherwise required for hygiene, subject to the linen inventory provided by Company.

The Contractor shall maintain a linen issue/receipt record and report shortages, stains, damage or abnormal deterioration promptly to Company.

Laundry washing/processing is included in the housekeeping service rate. The Contractor shall ensure that all linens are clean, spotless and orderly stored at any point of time. The contractor either shall have their own washing, drying facilities or shall outsource the laundry services from reputed agencies like Tumbledry/ UClean/ Laundry King having mechanized washing, drier, ironing facilities. However, contractor shall provide one brand new fully automatic washing machine of not less than 10 kg capacity, brand new iron and ironing table at the guest house for use of guests as well as to wash and iron small linens of guest house.

4.7 Maintenance of Pot Plants

There is presently no garden or pot plant in the Guest House. Contractor shall provide atleast 15 brand new pots of medium size with indoor plants before commencement of operation in each dwelling unit. Potting/Repotting/Routine/ Replacement of plants or pots shall be done by the contractor. Upkeep of pot plants, including watering, manuring, cleaning of pots, removal of dry/dead leaves, pruning where required and removal of weeds shall be on contractor's scope and shall be done on regular basis. The

contractor shall maintain the proper appearance of plants and report replacement requirements to Company. Manure to be supplied by contractor.

4.8 Housekeeping Equipment, Tools and Consumables

Minimum equipment / input	Responsibility
Hand Held scrubbing machine(s) of not less than 1000 watt motor power and 20 cm brush dia (brand new)	Contractor
Extended-reach / cobweb cleaning tools	Contractor
Buckets, mops, squeegees, brushes and cleaning implements	Contractor
Ladders / safe access equipment required for routine cleaning	Contractor
Cleaning chemicals, detergents, disinfectants, liquid soaps, tissues, guest consumables etc.	Contractor
Shower Gel/ Body Wash and Shampoo with dispenser	Contractor
Full automatic washing machine of capacity not less than 10 kg (brand new)	Contractor
Manure and Pesticides	Contractor
Guest room / housekeeping linen	Company
Electric Kettle in each room	Initial inventory by OIL. Replacement by contractor

The above list is indicative and not exhaustive. The Contractor shall provide any additional tools/equipment reasonably necessary to achieve the specified service output without extra payment unless expressly identified as a separately payable item.

Vintage of Major equipment: The Washing Machine, Handheld Scrubbing Machine(s) and Vacuum Cleaner(s) should be brand new and to be procured and provided by the contractor during mobilization period after issuance of Letter of Award (LOA).

4.9 Welcome Kit:

4.9.1 The contractor at no extra cost shall supply and maintain the following items as welcome kit for incoming guests as per room occupancy:

a) Tea and Coffee Sachet
b) Milk and Sugar/Jaggery Sachet
c) Biscuit (premium quality)

d) Tissue papers/ Napkins

The contractor shall periodically check the consumption of the above items and shall refill the same as and when required.

4.9.2 Company already has Electric kettles, tumblers, coasters, glass jars in each room of the guest house. The contractor shall maintain these items in clean and hygienic condition and shall arrange for repairing/replacement of the same at no extra cost in the event of loss or breakage. The contractor shall keep jars filled with water in the guest rooms and provide refilling as and when required and as demanded from the guests. No bottles/ jars/ tumblers made of plastic shall be used inside the rooms and dining area.

4.10 Toiletries & Grooming Kit:

4.10.1 The contractor at no extra cost shall supply and maintain the following items for incoming guests as per room occupancy:
a) Toothbrush, small toothpaste (good quality and reputed brand)
b) Comb, Shower cap
c) Shaving essentials (use and throw razor, shaving cream)

4.10.2 Company shall provide bathroom slippers in the guest rooms. The contractor shall maintain the slippers in clean and hygienic condition and shall arrange for replacement of the same at no extra cost in the event of loss or damage.

4.11 First Aid Box:

Company shall provide first aid box with medicines and refill as and when required. Contractor shall issue these medicines and provide first aid to the guests as per requirement.

4.12 Housekeeping Service Frequency Matrix

Sl. No.	**Area / Service**	**Minimum frequency**	**Service standard / remarks**
1	Guest room cleaning	Daily for occupied rooms; after every checkout; additionally, as and when required	Clean, dry, odour-free and guest-ready.
2	Attached washrooms	Daily; additionally as and when required	Thorough cleaning/disinfection and replenishment of items.

3	Corridors, lobbies	Daily, mechanised	Sweeping/scrubbing/mopping/ drying; no visible dust/debris.
4	Open areas	Daily; additionally after rain/events	Litter-free, swept and orderly.
5	Kitchen and dining area	Daily; continuously during catering operations as and when required	Clean, hygienic and free from food residue/odour, insects, flies.
6	Glass, windows, doors and accessible fixtures	Weekly / as and when required	Spotless and free from visible dust/stains.
7	Vacuum cleaning of tiles floor/ carpets/sofas/ mats	Weekly / as and when required	Use suitable commercial vacuum cleaner.
8	Cobweb/high-level accessible cleaning	Weekly / as and when required	Use safe extended-reach equipment.
9	Deep cleaning of complete Guest House	As instructed by Company	Using proper mechanised cleaning tools and agents, consumables
10	Pest control	As instructed by Company	Comprehensive treatment of Guest House.
11	Pot plants	As required for healthy/present able appearance	Watering, pot cleaning, manuring, pruning, dry-leaf/weed removal and reporting of replacements. To provide required manure.
12	Welcome Kit	Daily/ As and when required	Good quality, reputed brand, adequate quantity/ refilling as per room occupancy
13	Toiletries & Grooming Kit	Daily/ As and when required	Good quality, reputed brand, adequate quantity/ refilling as per room occupancy

5.0 DEEP CLEANING

Comprehensive deep cleaning shall be carried out as and when instructed by Company.

Deep cleaning shall cover guest rooms, attached washrooms, corridors, entrance, interconnecting pathways between dwelling units, approaches, kitchen/dining areas, accessible external areas, doors/windows/glass,

fans/fixtures, furniture, walls/ceilings wherever required, drains and other areas identified by Company.

The service shall include removal of accumulated dirt, grease, stains, scale, cobwebs, deposits and hard-to-reach dust using mechanised equipment and appropriate cleaning methods.

Deep cleaning service of the two dwelling units may not be required at the same times. Contractor may have to provide the deep cleaning service at each dwelling unit at different time/occasion as and when required as per instruction of Company.

The Contractor shall schedule deep cleaning in consultation with Company to minimise disruption and shall provide all necessary equipment, tools, PPE, labour and mobilisation/demobilisation.

6.0 PEST CONTROL SERVICE

Comprehensive pest-control treatment shall cover guest rooms, toilets, kitchen, dining area, corridors, stores/storage, service areas, drainage points and other susceptible areas within the Guest House.

Treatment shall include control of commonly occurring cockroaches, ants, mosquitoes, flies, rodents and other household pests as applicable.

Pest-control service of the two dwelling units may not be required at the same times. Contractor may have to provide the pest-control service at each dwelling unit at different time/occasion as and when required as per instruction of Company.

The Contractor shall use appropriate approved products and take precautions to protect food, utensils, linen, guests, personnel and property.
The Contractor shall maintain pest-control service records.

7.0 PART-B: CATERING SERVICES:

The Contractor shall provide fresh, hygienic and wholesome food and beverage services to the guests (either vegetarian or non- vegetarian at guests' option) at the rates as fixed by Company for standard menu and quoted rates for special menu. There shall be no guaranteed minimum number of meals.

The menu of food items along with their rates and timings as approved by Company shall be displayed prominently in the guest house. The contractor shall maintain record of the actual consumption of meals provided to Guests and shall obtain the countersignature of the Guests. The Contractor has to provide the statement/receipt/invoice to the guest pertaining to his/her actual consumption during his/her stay and shall ensure to submit a copy of the counter signed copy of the same to Company authorized representative along with the monthly bills.

7.1 Meal Ordering / Demand Capture

At the time of guest booking the contact number of the guest shall be shared with the Contractor/Contractors' representative/Supervisor. The contractor shall immediately contact the guest and take note of his/her food requirement for the day. Subsequent requirement of breakfast, lunch, evening tea and dinner, together with vegetarian/non-vegetarian preference, shall be obtained by the contractor well in advance from the guests and ensure to serve accordingly.

The Contractor shall make reasonable arrangements for additional/special meals ordered during the day, subject to availability of raw materials and practical preparation time.
Guests shall have reasonable choice between vegetarian and non-vegetarian food, subject to availability and the menu approved by Company.

7.2 Service Timings

The contractor shall provide catering services in the guest house from 7 am to 11 pm. The standard food service timing is as follows:

a) Breakfast – 7 am to 10 am
b) Lunch – 12 pm to 2 pm
c) Evening Snack – 5 pm to 7 pm
d) Dinner – 8 pm to 10 pm

However, contractor may have to serve food/tea service beyond the above-mentioned timings in coordination with the staying guests.
Early morning tea, late-evening dinner and packed meals shall be arranged when specifically requested, without compromising hygiene.

7.3 Fixed Rates for Standard Meals:

Item	UOM	Fixed rate (Rs.)	Remarks
Tea with Biscuits (2 pcs)	Per cup	20.00	Tea with/ without milk or sugar as per guest preference
Breakfast	Per meal	60.00	Standard breakfast as specified below.
Lunch/ Dinner - Vegetarian	Per meal	100.00	Standard vegetarian meal as specified below.
Paneer (50 gram)/Kofta curry / Rajma/ Chole/Mushroom	Per plate	50.00	Any one as per the choice of the guest.
Chicken dry fry/curry (150 gram)	Per plate	70.00	Any one as per the choice of the guest.

Fish fry/ curry (2 pieces, total 150 gm)	Per plate	70.00	Any one as per the choice of the guest
Egg curry (Two eggs per plate)	Per plate	40.00	Standard meal
Egg-Omelette/pouch /boiled (Two eggs per plate)	Per plate	30.00	Any one as per the choice of the guest.
Khichdi	Per plate	50.00	Standard meal

The above rates shall remain fixed throughout the contract period. The preparation, cooking, serving and other Contractor costs associated with the applicable item, manpower charge shall be loaded in fixed monthly cooking/service charges and quoted separately as per the SOQ.

7.4 Standard Menu / Meal Composition

A. Breakfast:

i. Any one of the options from a/b/c (one serving) –

a) Chapati/Puri/Paratha with dal or curry or vegetable
b) Idli/ Masala Dosa/Upma with sambar and chutney
c) Bread, butter/jam and egg (2 pcs-boiled/omelette/ poach)

ii. Fruits (Banana/ Apple/ Seasonal)

iii. Assorted Sprouts like gram, mung, seeds etc.

iv. Tea with/ without milk or sugar as per guest preference.
The exact breakfast combination may vary depending upon guest requirements, availability and the menu approved by Company, while remaining within the fixed breakfast rate.

B. Standard Vegetarian Lunch/Dinner (one serving):

Rice
Chapati
Dal
Seasonal vegetable preparation
Pitika_Potato/Pumpkin/Brinjal/Tomato (Any one or mixed)
Green Salad
Papad
Curd
Sweet (Rosagulla/ Sandesh/ Gulab Jamun /Mishti Dahi)

The Contractor shall maintain reasonable variety in vegetable, paneer and non-vegetarian preparations while maintaining the stated standard composition. Any change that materially reduces quantity or quality shall not be acceptable.

Note: One serving should be sufficient for consumption of a healthy adult person.

7.5 Special Food Items

Special food items such as Mutton, Prawn and Hilsa Fish, and any other special item specifically included in the Price Schedule, shall be supplied against demand at the contract rates shown in the SOQ. If these items shall be ordered by guests, the contractor shall collect the charges directly from the guests. In case of Company's requirement for these items, the contractor shall bill directly to the Company.

Special items shall be freshly prepared from good-quality raw materials.
Quoted special-item rates shall be based on the standard portion/weight specified in the Price Schedule and shall include ingredient/material components and ordinary preparation/serving inputs.

7.6 Raw Materials, Cooking and Food Hygiene

All raw materials and ingredients, including rice, atta, vegetables, paneer, dairy products, pulses, spices, edible Company, chicken, fish, eggs, mutton, prawns and other ingredients shall be arranged by the Contractor at its own cost.

Vegetables, fruits, meat, fish, eggs and dairy products shall be fresh and fit for human consumption; rotten, stale, adulterated, contaminated or sub-standard materials shall not be used.

The Contractor shall maintain hygienic conditions during storage, preparation, cooking, serving and disposal and shall prevent cross-contamination between raw and cooked food.

Food shall be prepared in a clean and hygienic kitchen using safe cooking methods Cooking fuel/LPG, shall be provided by contractor.

Company has already provided initial basic cutlery and crockeries, gas stove, refrigerator, induction cooktop and microwave etc.

Persons engaged in food preparation shall maintain personal hygiene, clean work attire and suitable protective measures.

Cleaning of kitchen equipment, dishwashing, food packing/serving materials and other catering inputs shall be arranged by the Contractor unless specifically identified as Company-provided.

The Contractor shall maintain the kitchen, pantry and dining/service areas in a clean and hygienic condition throughout operation and remove food waste promptly.

Drinking water and water used for food preparation shall be clean and fit for the intended purpose.

The Contractor shall comply with applicable food-safety and hygiene requirements, including FSSAI requirements wherever applicable.

7.7 Service of Meals and Guest Requirements

Meals may be served in the dining area, guest rooms or any other area designated/approved by Company.

Food shall be served in clean, suitable and presentable crockery/containers; packed meals shall be securely packed to prevent leakage, contamination or spillage.

The Contractor shall accommodate reasonable guest preferences within the standard menu and fixed rates, subject to availability and prior intimation.
The Contractor shall ensure courteous service and prompt response to guest requests.

7.8 Guest Billing, Receipts and Collection

The guest shall pay all applicable charges directly to the Contractor against food availed, wherever such arrangement is authorised by Company.
For Company guests on official visit, the Contractor shall be required to submit the bill for all applicable charges to Company for reimbursement.

The Contractor shall maintain proper records of meals/services provided and amounts collected and shall issue appropriate receipts/bills. Monthly statement of occupancy along with counter signed copy of receipts/ bills shall be provided by the contractor with running bill.

The Contractor shall not charge any amount over and above approved rates without prior approval of Company.

7.9 Equipment, Tools provided by OIL:

Refrigerator - 1 (one) 410 L
Gas Stove - 3 burner 1 (one)
Induction cooktop - 1 (one)
Initial Basic cutleries
Microwave Oven – 30 ltr 1 (one)

8.0 RESPONSIBILITY MATRIX - COMPANY AND CONTRACTOR

Item / Input	Company	Contractor
Housekeeping consumables specifically designated by Company (cleaning agents, detergents, disinfectants, liquid	-	Provide and maintain service delivery

soap, tissue, naphthalene/air freshener etc.)		
Guest-house linen	Provide required linen inventory	Handle, issue, change after checkout, wash, store and maintain records
Housekeeping machines, tools, equipment and PPE	-	Provide and maintain
Food raw materials and ingredients	-	Provide fresh and suitable materials
Cooking fuel/LPG and routine catering supplies		Provide and maintain service delivery.
Kitchen/dining crockery and equipment already available at Guest House	Provide/use existing assets as available	Provide additional quantities/ items if needed, clean, handle carefully and maintain inventory
Major civil/electrical/plumbing/HVAC/repairs	Arrange separately as required	Report defects promptly; no unauthorised repair
Pest-control chemicals/equipment	-	Provide as part of pest-control service
Deep-cleaning equipment / -cleaning tools / safety equipment	-	Provide
Pot plants/pots	-	Provide, Routine maintenance and replacement
Emergency breakdown of electrical power supply, DG set, Cable TV, Water supply, Security related matters etc.	Attend and arrange necessary action.	Immediately report to the Company.
In case of minor breakdown upto estimated value of maximum Rs.5000.00	Reimbursement to contractor on actuals in each case upon submission of	Attend and arrange for rectification with permission of

	original receipt /documents along with monthly bill.	Company authorized representative
In case of medical emergency of guests	-	Attend and arrange first aid, ambulance if required and immediately report to Company.
First Aid Box	Shall provide and refill	Shall issue and provide to guests as per requirement.

9.0 MINIMUM SERVICE OUTPUT / ACCEPTANCE REQUIREMENTS

The Contractor shall provide regular day-to-day housekeeping and catering services at the Guest House from **07:00 AM to 11:00 PM on all days**, including Sundays and Company-declared holidays, as required by the guests and in accordance with the Scope of Work. Beyond the aforesaid hours, the Contractor shall ensure the **availability of minimum essential housekeeping and catering services on a 24×7 basis**, including during late-night hours and early mornings, to meet the reasonable requirements of guests staying at the Guest House.

The Guest House shall remain clean, orderly, hygienic, safe and fit for occupation at all times.

Rooms shall be made ready before arrival and after every checkout, with clean Company-supplied linen installed and washrooms fully cleaned.

No visible accumulation of dust, litter, food waste, cobwebs or avoidable stains shall be permitted in regularly serviced areas.

Guest complaints relating to cleanliness, room readiness or meals shall be attended to promptly and corrective action shall be recorded where required.

Food shall be fresh, hygienic, adequately portioned and served at a suitable temperature for the nature of the item.

The Contractor shall immediately report theft, loss, breakage, leakage, electrical/plumbing defect, pest infestation, unsafe condition or any other matter that may affect guest safety or Company property.

10.0 Guest Support and Service Standards

The Contractor shall ensure that all personnel engaged for **housekeeping, catering and other services under the Contract** maintain high standards of courtesy, hygiene, professionalism and guest service. The Contractor shall ensure that:

All personnel shall behave courteously, politely and professionally with guests and Company personnel.

Personnel shall maintain proper personal hygiene, cleanliness and neat appearance and shall wear the prescribed uniform/PPE and identity card, wherever applicable.

Personnel shall discharge their duties efficiently, promptly and courteously without causing unnecessary inconvenience or disturbance to guests.

Housekeeping personnel shall not enter an occupied guest room except for authorised housekeeping/service requirements and, wherever practicable, with the knowledge/consent of the guest.

Catering personnel shall take food orders accurately, prepare/serve the food as per the guest's requirement and ensure timely delivery of meals, tea, coffee and other ordered items.

Food and beverages shall be prepared, handled, stored and served under hygienic conditions and with due regard to food safety and quality.

Personnel shall maintain confidentiality regarding guests, their personal information, stay details, belongings and any official or other information that may come to their knowledge during the course of duty.

Personnel shall not unnecessarily engage guests in conversation or seek personal information from them except where required for providing the contracted service.

Personnel shall immediately report to the designated Company representative any lost property, damage, accident, unusual incident, guest complaint, food-quality issue, safety concern or other matter requiring Company's attention.

Lost and found articles shall be handled strictly in accordance with the procedure prescribed by Company and shall not be retained, used or removed by Contractor personnel.

Contractor personnel shall not use guest rooms, facilities, equipment, kitchen items, food, consumables or other articles belonging to Company or guests for their personal purposes.

Contractor personnel shall not consume food, beverages or other items intended for guests, except as specifically authorised by the Contractor/Company.

Personnel engaged in catering shall maintain a clean and hygienic appearance and shall follow appropriate food-handling and sanitation practices at all times.

Housekeeping and catering personnel shall maintain appropriate coordination with each other to ensure smooth functioning of the Guest House and uninterrupted guest services.

The Contractor shall ensure that its personnel do not engage in any act that may adversely affect the reputation, safety, security or orderly functioning of the Guest House.

The Contractor shall promptly attend to guest complaints relating to housekeeping, room upkeep, catering, food quality, cleanliness, service delays or any other service deficiency and take corrective action without undue delay. No Contractor personnel shall demand, solicit or accept any unauthorised payment, gift, favour or consideration from guests in connection with the services rendered.

The Contractor shall ensure adequate supervision of its personnel and shall nominate a responsible person to coordinate with the designated Company representative for day-to-day service-related matters.

11.0 REGISTERS / DOCUMENTS TO BE MAINTAINED BY CONTRACTOR

Daily housekeeping checklist and deep-cleaning record.

Linen stock/issue/receipt register.

Guest room / complaint / suggestion register in the format prescribed by Company.

Meal order and consumption register with veg/non-veg and special-item details.

Pest-control service record.

Inventory register for Company-owned crockery, cutlery, equipment and other articles entrusted to the Contractor.

Records of amounts collected from guests, wherever applicable.
Any other record reasonably required by Company for monitoring service performance.

12.0 SUPERVISION, COMPLAINT HANDLING AND CORRECTIVE ACTION

The Contractor shall be solely responsible for determining the number, deployment, scheduling and supervision of personnel required for satisfactory performance. However, at no point of time there shall be any shortage of manpower to deliver the contractual service in an efficient way.
Company shall specify service outputs and standards. The Contractor shall deploy suitably trained and experienced personnel and adequate backup arrangements.

The Contractor shall maintain a mechanism for receiving and attending to complaints relating to housekeeping and catering services.
Complaints relating to cleanliness, food quality, delay in service, hygiene, behaviour of personnel or any other deficiency shall be attended to promptly.

The Contractor shall take corrective action without additional cost to Company wherever the deficiency is attributable to the Contractor.
Repeated deficiencies may be recorded and dealt with in accordance with the applicable provisions of the contract.

13.0 SERVICE QUALITY AND PENALITY:

13.1 Penalty Matrix:

Sl. No.	Nature of Default	Default Details	1st Instance	2nd Instance	3rd Instance
1	Failure to provide housekeeping service	Required housekeeping/ upkeep service not provided or substantial shortfall in service resulting in non-readiness/poor upkeep of the Guest House	₹5,000/- per day	₹7,000/- per day	₹10,000/- per day
2	Unsatisfactory cleanliness /upkeep	Guest rooms, attached washrooms, corridors, common areas, or other areas not maintained to the prescribed standard	₹1,000/- per day	₹2,000/- per day	₹3,000/- per day

3	Failure in mechanised cleaning	Mechanised cleaning not carried out as specified in the Scope of Work	₹1,000/- per occurrence	₹2,000/- per occurrence	₹3,000/- per occurrence
6	Failure in laundry/linen service	Failure to provide clean linen, improper washing/ironing, or failure to change towels, bedsheets and pillow covers as specified	₹500/- per room/day	₹1,000/- per room/day	₹1,500/- per room/day
7	Non-provision of welcome kit/in-room amenities	Welcome kit or specified tea/coffee/sugar/milk/biscuit/tissue amenities not provided/replenished as required	₹500/- per room	₹1,000/- per room	₹1,500/- per room
10	Unsatisfactory kitchen cleaning	Kitchen, cooking platforms, sinks, utensils, storage areas, exhaust and other specified kitchen areas not maintained in hygienic condition	₹1,000/- per day	₹2,000/- per day	₹3,000/- per day
11	Failure/Delay in catering service	Ordered breakfast/lunch/evening tea/dinner not supplied, supplied late or not supplied in accordance with the	₹1,000/- per occurrence	₹2,000/- per occurrence	₹3,000/- per occurrence

		guest's requirement			
12	Shortage/ deterioration of meals	Short supply in quantity or deterioration in quality of food/meals	₹1,000/- per occurrence	₹2,000/- per occurrence	₹3,000/- per occurrence
13	Use of inferior-quality raw materials	Use of stale, sub-standard, adulterated or inferior-quality ingredients/raw materials for preparation of food	₹1,000/- per occurrence	₹2,000/- per occurrence	₹3,000/- per occurrence
17	Unsatisfactory behaviour/ misconduct	Disobedience, misconduct, abusive behaviour, drunkenness, substance abuse or inappropriate conduct by Contractor's personnel	₹1,000/- per person	₹2,000/- per person and replacement within 2 days	₹3,000/- per person and immediate replacement
18	Theft/loss /damage of Company/ Guest property	Theft, loss or damage of materials, articles, equipment, linen or other property attributable to the Contractor/personnel	Recovery of actual value	Recovery of actual value + ₹2,000/- per article	Recovery of actual value + ₹2,000/- per article + replacement of concerned personnel
17	Non wearing of proper and clean uniform	Failure to maintain clean, stain free, torn free uniform. Wearing any other dress except the appropriate uniform during service	₹1,000/- per person	₹2,000/- per person and replacement within 2 days	₹3,000/- per person and immediate replacement

13.2 General Conditions relating to Penalty

a) The above penalties shall be without prejudice to, and addition to, the proportionate deduction from the contract payment corresponding to the extent of service hampered or not rendered due to such default.

b) In case the Contractor fails to provide a required service and Company has to arrange the same through an alternative agency or source, the **actual additional expenditure incurred by Company** shall be recoverable from the Contractor in addition to applicable penalty.

c) For any loss or damage to Company/Guest property attributable to the Contractor or its personnel, the Contractor shall compensate Company/concerned guest for the actual value of the loss/damage, as applicable, without prejudice to the penalty prescribed above.

d) In case of repeated default, particularly where the same or similar deficiency occurs on more than three occasions, the Contract may be liable for termination in accordance with the terms and conditions of the Contract.

e) In case of termination on account of repeated/serious defaults, necessary action shall be taken by Company as per the applicable contractual provisions and the Company's prevailing banning policy.

13.3 Complaint and Evidence

a) Penalty shall not ordinarily be applicable against an **anonymous complaint**.

b) Complaints supported by evidence such as photograph, video, CCTV footage/capture, written complaint of the guest, inspection report, service record or any other reliable physical/documentary evidence may be considered for levy of penalty.

c) Wherever physical/documentary evidence is not reasonably possible, the designated representative of Company may enquire into the complaint/deficiency and record the findings. Subject to the applicable provisions of the Contract, such findings shall form the basis for determination of the default.

d) The Contractor shall be given an opportunity to explain the circumstances of the reported default before imposition of penalty, wherever considered appropriate by Company.

13.4 Serious Defaults

Notwithstanding the above penalty matrix, Company reserves the right to take appropriate contractual action, including immediate termination where permissible under the Contract, in case of serious defaults such as:

- Use of unsafe/adulterated food or materials;
- Food poisoning or serious food-safety violation attributable to the Contractor;
- Theft/fraud/corrupt practices;
- Engagement of minors;
- Serious misconduct or criminal activity within the Guest House;
- Wilful damage to Company/Guest property;
- Disclosure/misuse of confidential information;
- Serious or repeated violation of HSE requirements.

13.5 Recovery of Penalty

All penalties/recoveries under this clause shall be recoverable from the Contractor's running bills/final bill/security deposit or any other amount due to the Contractor under the Contract.

The imposition of penalty shall not relieve the Contractor of its obligation to rectify the deficiency and provide the contracted service in full.

END OF SOW

E-TENDER NO. CKI3341L27

PROFORMA-C

BID FORM

To
M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

Sub: IFB No. CKI3341L27

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 _____ 2026.

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

E-TENDER NO. CKI3341L27

PROFORMA-F

FORM OF PERFORMANCE BANK GUARANTEE

Not Applicable

PROFORMA-G

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, 6TH Floor, NBCC Square, Akandakeshari Main Rd, Action Area III, New Town, West Bengal- 700 135, 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) Section-IV indicating the Scope of Work
(e) Annexures 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 Company (Oil India Limited)	for and on behalf of Contractor (M/s. _____)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

PROFORMA-H

PROFORMA LETTER OF AUTHORITY

TO

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

Dear Sir,

SUB: OIL's IFB No. CKI3341L27

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. **CKI3341L27** 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.

PROFORMA-I

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

Sir,

SUB: OIL's IFB No. CKI3341L27

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CKI3341L27** 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

E-TENDER NO. CKI3341L27

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,

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CKI3341L27

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)

PROFORMA-L

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

Sub: Undertaking/Declaration regarding financial standing.

Ref: **Tender No. CKI3341L27**

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

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

(OR)

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

Place: _____

Date: _____

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

Proforma – M

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

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

To,

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

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

Ref: **Tender No. CKI3341L27**

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

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

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

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

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

Place: _____

Date: _____

_____

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

PROFORMA – N

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA
(*ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER*)

Ref: Note b to BEC Clause 3.0 - Financial Criteria of the BEC

Tender No.: CKI3341L27

I ..... the authorized signatory(s) of.....(Company or firm name of address) do hereby affirm and declare as under:-

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

Place :.....
Date :..... **Signature of the authorized signatory**

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

PROFORMA – O

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores

Place:

Date:

Seal:

Membership No.:

Registration Code:

UDIN:

Signature:

NOTE: ***As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.***

E-TENDER NO. CKI3341L27

Proforma – P

COMMERCIAL CRITERIA CHECK LIST

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidder's name: Type of Entity: Address:	
2.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
3.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
~~4.~~	~~Confirm Concessional GST (if applicable)~~	
~~5.~~	~~Whether Bid securing declaration submitted?~~	
~~6.~~	~~Confirm to Submit Performance Security as per Tender requirement (if applicable)~~	
~~7.~~	~~Mode of Performance Security (if applicable)~~	
8.	Confirm that the offer shall remain valid for acceptance for minimum 90 days from Date of actual bid closing date.	
9.	Confirm Payment Terms as per tender	
~~10.~~	~~Confirm to Submit Integrity Pact (if applicable)?~~	
11.	Confirm contract period and mobilization as per NIT	
~~12.~~	~~Confirm that percentage of Local Content along with Certificate of Incorporation/registration and other relevant documents required under BEC Clause (if applicable)~~	
13.	Confirm that you have submitted all Proformas/ Annexures/ documents as mentioned in the Tender.	

14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

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

Signature _____

Name _____

Designation _____

Office Stamp _____

PROFORMA – Q(I)

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

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

Ref. No_____
Date:_____

Tender No. _____ Date:_____

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

Dear Sirs,

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

E-TENDER NO. CKI3341L27

PROFORMA – Q(II)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

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

Ref. No_____
Date:_____

Tender No. _____Date:_____

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

Dear Sirs,

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

PROFORMA – Q(III)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

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

Ref. No_____
Date:_____

Tender No. _____Date:_____

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

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

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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. CKI3341L27

Proforma-R

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

Not Applicable

E-TENDER NO. CKI3341L27

Proforma-S

DECLARATION ABOUT BIDDER'S ADHERENCE TO THE MINIMUM WAGES ACT AND ALL STATUTORY DUES AND OBLIGATIONS

To,

M/s. Oil India Limited,
6TH Floor, NBCC Square, Akandakeshari Main Rd,
Action Area III, New Town, West Bengal- 700 135.

Sub: **Undertaking/Declaration regarding adherence to the minimum wages act and all statutory dues and obligations.**

Ref: **Tender No. CKI3341L27**

We, _____ (name of bidder), hereby confirm that we shall comply with all applicable Labour Laws, including the New Labour Codes, and shall indemnify Oil India Limited against any liability arising from non-compliance.

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