



Plot No. 19, Sector 16A,

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TENDER No. BD (G)/05/06.1/2018/211 dated May 14, 2018

Tender for **“Providing services to enable national / international teleconferencing facility at BD Department, Corporate Office”** has been floated addressed to the below mentioned four (04) parties. However, any Bidder who is interested to participate in the Tender can download the tender document and submit the bid within the scheduled Bid Closing date & time.

Sl. No.	Name
1	M/s Arkadin Conferindia (P) Ltd
2	M/s Reliance Communications
3	M/s Cisco Conferencing
4	M/s Airtel Broadband

Note: All addenda, Corrigenda, time extension etc. in context to the Tender will be hosted on the OIL's website www.oil-india.com. Any other bidders who wish to participate should regularly visit above website to keep themselves updated.



ऑयल इंडिया लिमिटेड

(भारत सरकार का उपक्रम) पंजीकृत कार्यालय : दुलियाजान, असम

Oil India Limited

(A Government of India Enterprise) Registered Office "Duliajan, Assam"

प्लॉट. न. 19, सेक्टर 16-ए, नोएडा-201 301 उत्तर प्रदेश
Plot No. : 19, Sector 16-A, Noida-201 301, Uttar Pradesh
दूरभाष / Telephone : 0120-2488333-347 फैक्स / Fax : 0120-2488310

Tender No. BD (G)/05/06.1/2018/211
Tender Date: May 14, 2018
Bid Closing Date: May 31, 2018 (2.30 PM IST)
Bid Opening Date: May 31, 2018 (3.00 PM IST)
Type of Bid: Single stage Composite Bid

Sub: Providing services to enable national / international teleconferencing facility at BD Department, Corporate Office.

- 1.0 Oil India Limited is a premier National Oil Company, engaged in the Exploration, Development, Production & Transportation of crude oil & natural gas and production of LPG. Besides India, the Company has participating interests (PI) in overseas exploration acreages in Gabon, Bangladesh, Myanmar and discovered/producing asset in Nigeria, Venezuela, USA, Mozambique and Russia. These overseas Assets are managed either directly or through subsidiaries, located in Sweden, Cyprus, USA, Netherlands and Singapore.
- 2.0 Business Development (BD) Department deals with the acquisition and management of the overseas oil & gas Assets and requires being in frequent contact with other stake holders of the overseas Assets, which involves discussions by multiple participants, located at different geographical locations at the same point of time. OIL hereby intends to avail the services of a teleconferencing service provider, possessing relevant experience and which can cater to its requirement.
- 3.0 **Scope of work**
The broad scope of work for the teleconferencing service facility is enclosed as **Annexure - I.**
- 4.0 **Rates and Prices**
 - 4.1 The teleconferencing service provider must quote the Rates and Price in the format given in **Annexure - II** and shall be all inclusive of all taxes and duties including GST. Price-bid received in any other format shall be rejected outright.
 - 4.2 Rates and Price quoted will remain firm and unconditional during the currency of the Contract and shall not be subject to variation.
- 5.0 Bid Rejection Criteria (BRC) and Bid Evaluation Criteria (BEC) vide **Annexure - III** shall be applicable to this Tender in addition to GCC mentioned. Clauses related to GST (Goods & Services Tax) will be applicable as detailed in **Annexure - IV.**

6.0 **Duration of Contract**

The duration of the proposed Contract shall be for a period of one (01) year extendable by an additional year at the same terms and conditions. Extension of the Contract is subject to performance of the Service Provider.

7.0 **Payment**

7.1 No advance payment will be paid.

7.2 Payment shall be made at actuals, within thirty (30) days of receipt of clear Invoice (without any discrepancies), not oftener than monthly and subject to the conditions that the provisions listed under the scope of work, as prescribed, has been covered.

7.3 OIL shall make the payments in the currency quoted in BID submission, through Electronic transfer only. All bank charges of the bidder's Bankers shall be to their account.

8.0 **Terms and Conditions**

8.1 The Bidder is required to submit the bid in strict compliance to the terms and conditions of the Tender. Bids with any deviations to Scope of Work, eligibility conditions, GCC/SCC, delivery timelines and price bid formats shall be liable for rejection.

8.2 Bidders are required to execute the General Conditions of the Contract enclosed as **Annexure – V**.

8.3 Any bid not accompanied by the Integrity Pact – **Annexure VI** duly signed on all pages shall be rejected. However, the bidders will be given the opportunity to comply with the requirements of the Integrity Pact:

- a. If the Integrity Pact submitted by the bidder is found to be incomplete or defective.
- b. If the bidder expresses their intention to comply with the terms and conditions of the Integrity Pact, but fails to submit the Integrity Pact duly signed on all pages.

8.4 E-Payment format attached as **Annexure – VII** must be duly filled in and submitted as part of the bid.

8.5 In case of any dispute, whatsoever in connection with the Tender, the decision of OIL shall be final and binding. At any time, for any reasons or in response to clarifications requested by any bidder, OIL may modify the Tender by way of issuance of 'Addendum / Corrigendum'.

8.6 Bids received after the notified time and date of closing of tenders will be considered as late submission and shall be out rightly rejected.

8.7 Bids substantiate by vague, assumptive, indefinite and conditional expressions shall not be considered.

8.8 If a bidder provides any incorrect or misleading information, as part of the bidding process or in the Bids submitted, then the Bid / offer shall be rejected in its entity by OIL, at its sole discretion.

- 8.9 The bidding document / RFP are non – transferable. The invitation and all communications pursuant to its terms are confidential and are not to be disclosed to any person other than the addressee.
- 8.10 OIL reserves the right not to go ahead with the project at any time before issuing the letter Award.
- 8.11 OIL reserves the right to accept or reject any offer without assigning any reason.
- 8.12 The bidder shall perform all the obligations, work and services, which are required as per the terms of the Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 8.13 The successful bidder shall be required to submit a Performance Bank Guarantee (PBG) @ 7.5% of the Contract Price.

9.0 **Submission of Bid**

- 9.1 The Bidder is requested to send the BID (**Signed as stipulated in the BID document**) in sealed envelope to the address mentioned below so as to reach latest by **2.30 PM IST on May 31, 2018**.
- 9.2 Advisor is requested to submit their sealed quotation addressed to the Executive Director (BD) at the following address:

Executive Director (BD)
{Kind Attn: GM (Contracts – BD)}
Oil India Limited
Plot 19. Sector 16A
NOIDA – 201301

The envelope should be marked **“Providing services to enable national / international teleconferencing facility at BD Department, Corporate Office” clearly mentioning the Tender Number and Bid opening Date.**

- 9.3 Bidders are advised **not to send soft copy of their BID**. BIDs will be accepted only in the hard copy format.
- 9.4 The Bidder may also send their quotation through courier so as to reach OIL before the bid closing time and date mentioned above. However, OIL shall not be responsible for late receipt of quotation in its office.
- 9.5 In the event of their inability to quote for the services, Service provider to kindly send a 'Regret advice' for our records.
- 9.6 Validity of Quotation: The quotation must be valid for acceptance for a minimum period of sixty (60) days, reckoned from the Bid Closing Date as indicated above. In the absence of any categorical mention regarding validity of the quotation, it will be construed that the offer is valid as called for above.

9.7 **Contact Person**

For any clarifications, please contact –

GM (Contracts – BD)
Corporate Office,
Oil India Limited
Plot 19. Sector 16A. NOIDA – 201301.

10.0 Bid Evaluation Criteria

- 10.1 Subject to technical acceptance of the Bid, the L1 Bidder shall be evaluated on the basis of the total estimated financial cost per year.
- 10.2 Should there be any discrepancy between the unit price and the total price in your quotation, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

OIL now looks forward to your kind participation in the Tender.

Yours Faithfully,

Geno:

General Manager (Contracts – BD)

For: Executive Director (BD)

For: Chairman and Managing Director

<u>Enclosed</u>	Annexure – I:	Scope of Work and Deliverables
	Annexure – II:	Price Bid Format
	Annexure – III:	BEC / BRC.
	Annexure – IV:	GST clause
	Annexure – V:	General Terms & Conditions
	Annexure – VI:	Integrity Pact
	Annexure – VII:	E-payment format.

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Tender Date: May 14, 2018

Scope of Services:

- 1.0 Teleconferencing services for the following countries:
 - a. India (Domestic)
 - b. USA
 - c. Venezuela
 - d. Russia
 - e. Mozambique
 - f. Gabon
 - g. Singapore
 - h. Sweden
 - i. Cyprus
 - j. Netherland
 - k. Nigeria
 - l. Bangladesh
- 2.0 There shall be provision for inclusion of other countries in the future.
- 3.0 International toll-free numbers with both dial-in and dial-out facility shall be available for all countries mentioned in list above at para 5.1.1 (except Nigeria for which dial-out facility shall suffice if dial-in not available).
- 4.0 The service shall be pay-per-use and "No use - No pay".
- 5.0 At least ten (10) IDs shall be provided by service provider i.e. at least ten parallel teleconferences can take place at any point of time.
- 6.0 At least ten (10) participants shall be able to join a teleconference from different locations.
- 7.0 The following features should be available in the teleconferencing facility:
 - a. Full-duplex mode
 - b. Audio quality related- Acoustic Echo Cancellation, Background Noise Suppression & Packet Loss Concealment
 - c. Reservation-less service (no pre-booking required)
 - d. Auto termination of conference if no participants join within predefined period
 - e. 24/7 immediate local language live assistance for all participants

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PRICE BID FORMAT

Bidder is requested to submit their Price bids in the format provided below (*to quote against column B & C*):

Sl. No.	Participant country	No. of participants (A)	Port charges / participant per minute (INR) (B)	Toll free rate (dial-in) per participant per minute (INR) (C)	Minutes per call (D)	No. of calls per month (E)	Estimated monthly charges (INR) $[=A \times D \times E \times (B+C)]$
1	India (Domestic)	7			30	10	
2	USA	3			30	2	
3	Venezuela	3			30	2	
4	Russia	7			30	10	
5	Mozambique	5			30	10	
6	Singapore	7			30	10	
7	Sweden	3			30	2	
8	Cyprus	3			30	2	
9	Netherlands	3			30	2	
10	Nigeria*	3			30	2	
11	Bangladesh	3			30	2	
Estimated monthly bill Total (X)							
Estimated yearly bill Total (X) x 12 = (Y)							
One time setup fee/ service activation charges (if any, in INR) (Z)							
Grand total for one year (Y + Z)							

Note:

1.0 The quantity mentioned above against column A, D & E is indicative only. Payment will be made as per actuals.

2.0 The Rates and Prices shall be all inclusive of all taxes and duties, including GST. Price-bid received in any other format shall be rejected outright. Rates and Price quoted will remain firm and unconditional during the currency of the Contract and shall not be subject to variation.

Bidder/Authorized Signatory:**Date:****Name:****Designation:****Seal:**

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

- 1.0 Experience of having successfully completed providing minimum one (01) teleconferencing facility for a period of one (01) year. Documentary evidence in the form of completion certificate, issued by the client, to be submitted.
- 2.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least INR 3.60 Lakh (Rupees Three Lakh sixty thousand only)
- 2.2 Net worth of bidder must be positive for preceding financial/ accounting year.

Note to BRC Clause 2.1 and 2.2 above

For proof of Annual Turnover and Net worth, any one of the following documents must be submitted along with the bid:

Audited Balance Sheet along with Profit & Loss account.

Or

A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed below:

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER (INR)	NET WORTH (INR)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature:

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

INDIRECT TAXES/ GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. 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 in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above 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.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. **When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
9. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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Tender Date: May 14, 2018

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

1.1 'Contract' means the terms and conditions contained in the document entitled "**Providing services to enable national / international teleconferencing facility at BD Department, Corporate Office**" and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.

1.2 'Service Provider' or 'Contractor' means the individual or firm or body incorporated performing the work under this Contract.

1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.

1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.

1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time is entitled to execute such services/operations.

1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Consultant and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.

1.7 'Contract Price' or 'Contract Value' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.

1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.

1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.

1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.

1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.

1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

2.1 The Contract shall be effective from 7th day of issue of LOA and shall remain in force for a period of one (01) year thereafter or if extended.

3.0 **CONTRACTOR'S PERSONNEL:**

3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Consultant must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Consultant's personnel shall be determined by Consultant. Such employees shall be the employees solely of Consultant. Consultant shall ensure that its personnel will be competent and efficient.

3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by Company to be undesirable.

4.0 **GENERAL OBLIGATIONS OF SERVICE PROVIDER / CONTRACTOR:**

4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorized to designate its representative, who shall at all-time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, and check the work performed by Contractor.

4.2 Compliance with Company's Instructions: Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.

4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit personnel as required to perform the work.

4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.

4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.

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

5.0 **GENERAL OBLIGATIONS OF COMPANY:**

5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.

5.2 Allow Contractor and its employee's access, subject to normal security and safety procedures, to areas of Company as required for orderly performance of work.

6.0 PAYMENT TERMS:

- 6.1 No advance payment will be paid.
- 6.2 Payment shall be made at actuals, within thirty (30) days of receipt of clear Invoice (without any discrepancies), not oftener than monthly and subject to the conditions that the provisions listed under the scope of work, as prescribed, has been covered.
- 6.3 OIL shall make the payments in the currency quoted in BID submission, through Electronic transfer only. All bank charges of the bidder's Bankers shall be to their account.

7.0 TAXES AND DUTIES:

- 7.1 All taxes whether Corporate or Personnel or any other will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 7.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to sub-contractor or other contracts to parties.
- 7.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 7.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 7.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 7.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 7.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 7.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 7.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 7.10 Corporate and personnel taxes on Contractor / sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.

7.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor/sub-contractor/agents shall be borne by the Contractor.

8.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:

8.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.

8.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the Work.

8.3 Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

8.4 Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

9.0 USE OF COMPANY'S EQUIPMENT:

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

10.0 WAIVERS AND AMENDMENTS:

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

11.0 CONFIDENTIALITY:

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

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

12.0 NOTICES:

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

COMPANY

CONTRACTOR

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

13.0 HEADINGS:

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

14.0 Assignment and Sub – letting:

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

15.0 FORCE MAJEURE:

15.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

15.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without LD.

16.0 TERMINATION:

16.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

16.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 16.0 above.

16.3 TERMINATION ON ACCOUNT OF INSOLVENCY

In the event that the Contractor 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, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's right and privileges hereunder, shall stand terminated forthwith.

16.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving fifteen (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.

16.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

16.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

16.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days (not including force majeure delay). Company, at its option, may terminate this Contract in its entirety 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.

16.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

16.9 In the event of termination of Contract, Company will issue Notice of Termination with date or event after which the Contract will be terminated. The Contract then stand terminated and Contractor to demobilize man / materials.

17.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The Arbitration should be conducted by a panel of 3 (three) Arbitrators, where each party shall appoint one Arbitrator and such Arbitrators should mutually select and appoint the third and Presiding Arbitrator. If any party fails to appoint an Arbitrator within 30 (thirty) days of being notified to do so by the other Party or if the two Party appointed Arbitrators fail to agree on the third Arbitrator, the Parties shall be at liberty to seek appointment of Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 by a petition before a Court having jurisdiction. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

18.0 SET OFF:

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

19.0 **PROGRESS MONITORING:**

19.1 The Contractor shall submit program of execution both in the form of activities in 'Project' as well as quantitative program in terms of month wise physical targets for various disciplines of work. These shall be periodically updated considering the progress of the Project.

19.2 On the first day of each calendar month following effectiveness of the Contract, two copies of a monthly progress report with exception report showing current status of various activities shall be submitted by the Contractor to the OIL.

19.3 The monthly progress report to be submitted by the Contractor shall indicate progress of activities against targeted dates and targeted quantities in Performa as per the requirement of the Contract for maintaining consistency of reporting and for maintaining database by, the OIL. Reasons for shortfalls, if any, shall be clearly brought out and proposed remedial measures to arrest the delays shall be indicated by the Contractor in the progress report, wherever applicable.

19.4 The progress report shall also highlight inspection status. The Contractor shall submit one copy of the inspection certificate duly signed by representatives /authorized agencies after inspection along with each progress report.

20.0 **FURNISHING FRAUDULENT INFORMATION / DOCUMENT:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

Tender No. BD (G)/05/06.1/2018/211

Tender Date: May 14, 2018

INTEGRITY PACT

Between

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

And

..... hereinafter referred to as "The Bidder"

Preamble

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

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

Section 1: Commitments of the Principal

- 1.0 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - (iii) The Principal will exclude from the process all known prejudiced persons.
- 2.0 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2: Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (iii) The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.0 The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.0 The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

Section 3: Disqualification from tender process and exclusion from future Contracts

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

- 1.0 If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 2.0 The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3.0 If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 4.0 A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

Section 4: Compensation for Damages

- 1.0 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- 2.0 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
- 3.0 The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5: Previous transgression

- 1.0 The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other PSU in India that could justify his exclusion from the tender process.
- 2.0 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6: Equal treatment of all Bidders/Contractor/Subcontractors

- 1.0 The Principal will enter into Pacts on identical terms with all Bidders and Contractors.
- 2.0 The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement / Pact by any of its sub-contractors / sub-vendors.
- 3.0 The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8: External Independent Monitor/Monitors (Three in number depending on the size of the contract - to be decided by the Chairperson of the Principal)

- 1.0 The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 2.0 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- 3.0 The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- 4.0 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5.0 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- 6.0 The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.0 If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.0 The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

- 1.0 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
- 2.0 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10: Other provisions

- 1.0 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2.0 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- 3.0 If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4.0 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For: The Principal

.....
For: The Bidder / Contractor

Witness 1:

Witness 2:

Place:

Date

ANNEXURE-VII

TO BE FILLED-UP BY THE VENDOR IN THEIR OWN LETTER HEAD

Name of Beneficiary : _____
Address : _____

Phone No. (Land Line) : _____
Mobile No. : _____
E-mail address (if any) : _____
Bank Account No. : _____
(in which you want the remittance
against your bills)
Bank Name : _____
Branch : _____
Complete Address of your Bank : _____

Bank Code : _____
IFSC Code of your Bank : _____
a) RTGS : _____
b) NEFT : _____
PAN No. : _____
VAT Registration No. : _____
Sales Tax Registration No. : _____
Service Tax Registration No. : _____

I / We confirm and agree that all payments due to me / us from Oil India Limited is remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Signature of Vendor with Official Seal

Note :

- i) Please submit a cancelled cheque of the bank account in which remittance has to be made.**
- ii) Please submit copy of bank statement of the aforesaid account for last 15 days.**