



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गाबाजार, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

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

FORWARDING LETTER

M/s. _____

Description: TENDER NO- CKI 7490L18/06 for hiring of caretaking services for OIL Guest houses for a period of two years with a provision for extension by another one year at the discretion of OIL.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), Kolkata, West Bengal (Registered Office at Duliajan, Assam) a 'Navaratna' 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 TWO BID System** through its e-Procurement site <https://etender.srm.oilindia.in/irj/portal> . For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	Tender / IFB No.	:	CKI 7490L18/06
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(iv)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(vii)	Bid Opening Place	:	OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 TH FLOOR, KOLKATA - 700001
(viii)	Bid Validity	:	120 days from date of Bid Closing

(ix)	Amount of Performance Security	:	10% of the annualized contract value
(x)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xi)	Duration of the Contract	:	2(Two) years from the date of commencement of contract with provision for extension of upto 1(one) year or lesser period at the same rates, terms and conditions at OIL's option.
(xii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xiii)	Location of work		1) VIP GUEST HOUSE, 12, LEE ROAD, KOLKATA-700 020 2) DIROI HOUSE, 2E, CHARU CHANDRA AVENUE, KOLKATA-700 033.

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

- 2.1 To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature 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>). The digital signature should be of Class 3 digital certificate alongwith encryption certificate for the designated individual with organization name. Please also refer **"Guideline to Bidder for participating in OIL"**

3.0 **IMPORTANT NOTES:**

- 3.1 Bidders shall take note of the following important point while participating in OIL's e-procurement tender:
- 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 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 day.
- 3.2 **The tender is invited under SINGLE STAGE-TWO BID SYSTEM.** Bidders shall quote accordingly under Single Stage Two 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.**
- 3.2.1 **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. Please note that no price details should be uploaded in Technical Attachment.**

- 3.2.2 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 below.

Upload Technical Bid / Price Bid.

1.

The screenshot displays the 'Response - Oil India Ltd - SRM QAS Portal' interface. The 'Notes and Attachments' tab is selected, showing a table for 'Technical Attachments'. Callouts provide instructions on how to upload different types of bids:

- Area for uploading “Priced Bid” if the detailed price information is “No Price”**: Points to the 'Technical Attachments' table.
- Area for uploading “Priced Bid” if the detailed price information is “Price with Condition”**: Points to the 'Technical Attachments' table.
- Area for uploading “Techno-commercial Unpriced Bid”**: Points to the 'Technical Attachments' table.
- Please do not upload price under “Technical Attachment”**: A warning message.

The interface includes fields for 'RFx Response Number', 'RFx Number', 'Status', 'Submission Deadline', 'Opening Date', 'Total Value', 'RFx Response Number', 'Active Version', and 'Version Number'. It also has tabs for 'RFx Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. The 'Basic Data' section includes 'Currency' (Indian Rupee), 'Detailed Price Information' (Price with Conditions), and 'Terms of Payment' (OTH, Others (Please specify under attributes)). The 'Service and Delivery' section includes 'Incoterms' (FOB, SINGAPORE). The 'Partners and Delivery Information' section includes a table for 'Function', 'Number', and 'Name'.

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”**

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

3.2.4 **Only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.**

4.0 **Integrity Pact :**

4.1 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A2** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL’s competent signatory and uploaded in the OIL’s e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL’s E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

4.2 OIL's Independent External Monitors at present are as under:

SHRI RAJIV MATHUR, IPS (Retd.)
Former Director, IB, Govt. of India,
e-Mail ID : rajivmathur23@gmail.com

SHRI SATYANANDA MISHRA, IAS (Retd.)
Former Chief Information Commissioner &
Ex-Secretary, DOPT, Govt. of India
E-Mail ID : satyanandamishra@hotmail.com

SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id : jagmohan.garg@gmail.com

- 5.0 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.
- 6.0 Please do refer the User Manual provided on the portal on the procedure for submitting offer.
- 7.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance/non compliance to all the NIT terms and conditions of NIT.
- 8.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Aparajita Gogoi
Manager Materials
For Sectional Incharge -P
For General Manager (KO)

PART – 1
INSTRUCTIONS TO BIDDERS

- 1.0 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.

A. BIDDING DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

- (a) A forwarding letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Type of Bidding
- (iii) Bid closing date and time.
- (iv) Bid opening date, time and place.
- (v) Bid submission mode
- (vi) Bid Validity
- (vii) The amount of performance guarantee.
- (viii) Duration of Contract
- (ix) Integrity Pact
- (x) Location of work

- (b) Instructions to Bidders (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Part-2)
- (d) General Terms and Conditions (Part-3, Section-I)
- (e) Scope of Work & special terms & condition , (Part-3, Section-II)
- (f) Schedule of Rates (Part-3, Section-III)
- (g) Price Bid Format (Proforma-A)
- (h) Bid Form (Proforma-B)
- (i) Statement of Non-Compliance (Proforma-C)
- (j) Performance Security Form (Proforma-E)
- (k) Sample form of agreement Form (Proforma-F)
- (l) Proforma Letter of Authority (Proforma-G)
- (m) Authorisation for attending Bid Opening (Proforma-H)
- (n) Integrity Pact, (Annexure-A2)

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

3.0 **TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING 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 Document through an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "**Technical RFX**" under the tab "**Amendments**". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFX" under the tab "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

5.0 LANGUAGE OF BIDS:

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

6.0 DOCUMENTS COMPRISING THE BID:

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

- (i) **TECHNO-COMMERCIAL UNPRICED BID shall** comprise of following:

(i)	Complete technical details of the services, specifications, etc.
(ii)	Copy of Bid-Form without indicating prices in Proforma-B
(iii)	Statement of Non-compliance as per Proforma-C
(iv)	Copy of Priced Bid <u>without indicating prices</u> (Proforma-A)
(v)	Integrity Pact digitally signed by OIL's competent personnel as Annexure-A2, attached with the bid document to be digitally signed by the bidder

- (ii) **PRICED BID shall comprise of the following:**

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

i	Price-Bid Format as per Proforma-A
ii	Bid Form as per Proforma-B

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

7.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

8.0 BID PRICE:

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

8.2 All duties and taxes (excluding GST) including Corporate Income Tax, Personal Tax, State 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 accordingly. 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.

9.0 Deleted

10.0 Deleted

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 **Bids shall remain valid for 120 days after the date of techno-commercial bid opening prescribed by the Company.**

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 (or by Fax or E-mail). The Bid Security provided under Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

C. SIGNING & SUBMISSION OF BIDS:

12.0 SIGNING OF BID:

12.1 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 alongwith encryption certificate 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.

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 in original shall be submitted by bidder as mentioned in Para 13.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and 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.

- 12.2 The bid shall be typed or written in indelible inks and shall be digitally signed by the Bidder or a person or persons duly authorized holding a Power of Attorney to bind the Bidder to the Contract. The letter of authorization (as per **Proforma G**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof. In addition to the above, Bid Security/Performance Security (as the case may be) will be forfeited and the party shall be debarred for a period of 2(two) years.
- 12.4 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.
- 12.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13.0 SUBMISSION OF BIDS:

- 13.1 The tender is processed under **Single stage – Two bid system**. Bidder shall submit the Techno-commercial 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. **The Techno-commercial bid is to be submitted as per Scope of Work/Terms of Reference of the bid documents and Priced Bid as per the Price Schedule.** The Techno-commercial Bid should be uploaded in the Technical Attachment as shown in the screen shot in the "Forwarding Letter". The **"TECHNO-COMMERCIAL UNPRICED BID"** shall contain all techno-commercial details **except the prices**. 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 shown in the screen shot in the "Forwarding Letter"

The priced bid should not be submitted in physical form which shall not be considered.

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

- 13.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **Proforma-C** of the bid document and the same should be uploaded along with the Techno-commercial Bid.
- 13.3 Deleted
- 13.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 13.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

14.0 DEADLINE FOR SUBMISSION OF BIDS:

- 14.1 Bids should be submitted on-line 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 dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 14.3 Deleted.
- 14.4 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 15.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 15.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

16.0 EXTENSION OF BID SUBMISSION DATE:

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

17.0 BID OPENING AND EVALUATION

- 17.1 Company will open the Bids, including submission made pursuant to clause 15.0, 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 H**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 17.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 17.3 Bids which have been withdrawn pursuant to clause 15.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 17.4 At bid opening, Company will announce the Bidder's names, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 17.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 17.4.
- 17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

17.10 **OPENING OF PRICE-BIDS**

The Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the interested qualified bidders. Techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

18.0 **EVALUATION AND COMPARISON OF BIDS:**

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

19.0 **DISCOUNTS / REBATES:**

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

19.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

20.0 **CONTACTING THE COMPANY:**

20.1 Except as otherwise provided in Clause 17.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.6.

20.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

21.0 **AWARD CRITERIA:**

The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

23.0 NOTIFICATION OF AWARD:

- 23.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

24.0 PERFORMANCE SECURITY:

- 24.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-E** or in any other format acceptable to the Company and must be in the form of a Bank Guarantee from Any scheduled Bank incorporated in India or any Branch of an International/Foreign bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
- 24.2 Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/ Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the issuing Banker or the Contractor.
- 24.3 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- a) Full address.
 - b) Branch Code.
 - c) Code Nos. of the authorized signatory with full name and designation.
 - d) Phone Nos., Fax Nos., E-mail address.
- 24.4 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. 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.

- 24.5 Performance Security can also be submitted through online mode. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- 24.6 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 24.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 24.8 Failure of the successful Bidder to comply with the requirements of clause 24.0 and/or 25.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.
- 24.9 Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non –Scheduled Bank of India shall not be acceptable.
- 24.10 A. Bidders should note that the bank guarantee issued by the bank must be routed through SFMS platform as per following details:
- (i) MT 760 / MT 760 COV for issuance of bank guarantee
 - (ii) MT 767 / MT 767 COV for amendment of bank guarantee

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Corporate Banking Branch, IFSC Code - UTIB0001164. Branch Address - AXIS Bank Ltd, Corporate Banking Branch, 3rd Floor, AC Market, 1, Shakespeare Sarani, Kolkata 700071."

B. The Bidder shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.

25.0 SIGNING OF CONTRACT:

- 25.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 25.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and

the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

27.0 MOBILISATION ADVANCE PAYMENT:

- 27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against 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.
- 27.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 27.3 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.

28.0 ERRING / DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oilindia.com.

29.0 INTEGRITY PACT:

- 29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A2** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

- 29.2 OIL's Independent External Monitors at present are as under:

SHRI RAJIV MATHUR, IPS (Retd.)
Former Director, IB, Govt. of India,
e-Mail ID : rajivmathur23@gmail.com

SHRI SATYANANDA MISHRA, IAS (Retd.)
Former Chief Information Commissioner &
Ex-Secretary, DOPT, Govt. of India
E-Mail ID : satyanandamishra@hotmail.com

SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id : jagmohan.garg@gmail.com

30.0 Taxes:

- I.** For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
- (i) 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.
- II.** The rates quoted by the bidders shall be inclusive of all taxes, duties and levies but excluding GST. 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 and 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 the right to recover the difference in case the rate of duty/taxes finally assessed is on the lower side. Further, 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.
- III.** 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 and 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/ contract on that bidder, taxes mentioned by OIL on the Purchase Order/ contracts will be binding on the bidder.
- IV.** Bidder is 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-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.
- V.** Statutory variation (increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

- VI.** Bidder agrees to do all things but 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 also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- VII.** In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Bidder/Supplier, including non-payment of GST charged and recovered, the Bidder/Supplier shall indemnify OIL in respect of all such 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 an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Bidder/Supplier.
- VIII.** GST liability, if any on account of supply of free samples against any tender/purchase order/ contract (wherever applicable) shall be to bidder's/ supplier's account.

END OF PART-1

PART – 2

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

(I) BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case 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 rejected.

A) COMMERCIAL:

- 1.0 Bids are invited under **Single Stage Two Bid System** i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the **PRICE BID FORMAT. No price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.
- 2.0 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of annualized contract value. Validity of the performance security shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any). Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.
- 3.0 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.
- 4.0 Validity of the bid shall be minimum **120 days** from the Bid Closing Date. Bids with lesser validity will be rejected.
- 5.0 Physical Bids received from the bidders shall not be considered.
- 6.0 Any Bid received in the form of Telex/Cable/Fax/e-mail will not be accepted.
- 7.0 The bid documents are not transferable. Bids made by bidders who have not been issued the Bid documents from the Company will be rejected.
- 8.0 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.
- 9.0 Any Bid containing false statement will be rejected.

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

- i) Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Penalty clause
- vii) Termination Clause
- viii) Integrity Pact

11.0 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 with Bidder’s organization name as mentioned above, will be rejected.

12.0 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Bids shall be rejected straightaway without seeking clarification in case the bidder refuses to sign Integrity Pact.

13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format”.

(II) BID EVALUATION CRITERIA (BEC)

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. The comparison of the responsive bids will be made on the basis of Handling Charges quoted in percentage on the basis of **Price bid format i.e. Proforma A of the tender.**

2. In case of identical lowest rate quoted by more than one techno-commercially acceptable bidder, purchase preference will be given to techno-commercially acceptable MSE bidder, if quoted against the tender. If all the identical techno-commercially acceptable bidders happen to be MSE bidders, the selection of lowest bidder will be made by draw of lots among those MSE bidders offering the same lowest quote. Similarly, if all the identical techno-commercially acceptable bidders happen to be non-MSE bidders, the selection of lowest bidder will be made by draw of lots among those bidders offering the same lowest quote. Company’s decision in this regard shall be final and binding to all bidders.

3.0 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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:

(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) **Documentation required to be submitted by MSEs:** Submit a copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur.

4.0 This tender shall be guided by Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG as well as Public Procurement Policy for MSEs-Order 2012. For details of the PP-LC policy, please visit OIL website at www.oil-india.com.

Purchase Preference will be given as per prevailing Government Guidelines as applicable on the bid closing date.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified and shall have to submit all undertakings / documents applicable for this policy.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

III. GENERAL

- 1.0 In case bidder takes exception to any clause of bid document not covered under BRC/BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 2.0 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 BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC/BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC/BEC shall prevail.

End of Part 2

Part-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the individual or firm or body incorporated performing the work under this Contract
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means 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 wanton 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.
- (i) "Willful Misconduct" means 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.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

- 2.1 **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.
- 2.2 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the first service is hired by the Company as per the scope of work of the Contract is treated as date of Commencement of Contract.
- 2.3 **DURATION OF CONTRACT:** The Contract shall remain in force for a period of two years from the date of commencement of the Contract. The Contract may be extended upto another one year or lesser period at the option of the Company at the same rates, terms and conditions.

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

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

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.

3.3 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.

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

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

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

4.1 Pay Contractor in accordance with terms and conditions of the contract.

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

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

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. 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.

- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard unless specified otherwise elsewhere in Bid/Contract document.

6.0 **WARRANTY AND REMEDY OF DEFECTS**

- 6.1 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 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.
- 6.2 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.

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

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of

such order to permit Company an opportunity to contest such order subject to prior permission from Company.

- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 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.
- 7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain Confidential information and data of the Contractor. Such information and data shall 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.
- 7.5 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
 - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
 - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
 - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 **TAXES:**

- 8.1 All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but **excluding GST**. The price excludes GST and GST, if applicable, shall be to the company's account. However, GST portion payable directly by the Service provider (if applicable) as per provisions of the GST Act shall be reimbursed to the Contractor on the basis of the documentary evidence.
- 8.2 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.
- 8.3 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.
- 8.4 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.

- 8.5 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.
- 8.6 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.
- 8.7 Corporate and personnel taxes on Contractor and their sub-Contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.8 All local taxes, levies and duties, GST, etc. on purchases/sales by the Contractor, its sub-Contractor and agents shall be borne by the Contractor
- 9.0 **INSURANCE:**
- 9.1 The Contractor shall arrange at their own cost or cause to have arranged insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract. All insurance taken out by Contractor or their sub-contractor shall, in return of a similar waiver for the Company, 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.
- 10.0 **CHANGES:**
- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with

Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE :**

11.1 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 for the period during which such cause lasts. 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) acts of government of the two parties, which makes performance impossible or impracticable 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.

11.2 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 72(Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 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 shall apply for the first 10(ten) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue 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 force majeure period unless otherwise agreed to.

12.0 **TERMINATION:**

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or the extension period, if exercised by Company under the provision of the Contract.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator 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 rights and privileges hereunder, shall stand terminated forthwith.

- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto 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 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.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety 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.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 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 including the De-mob cost, if any.
- 12.8 **CONSEQUENCES 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.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 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.
- 13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- 13.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU):** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. 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.
2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. 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.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. 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.
6. Parties agree 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.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. 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.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both 13.1 & 13.2 will be Kolkata, West Bengal. The award made in pursuance thereof shall be binding on the parties.

14.0 **NOTICES:**

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

Company

a) For contractual matters

Sectional Incharge (Materials)
OIL INDIA LIMITED
Kolkata Office
4 India Exchange Place,
ICC Building, 4th Floor,
Kolkata – 700001
India
Fax No. 033-22302596
Email : oilcalmn@oilindia.in

b) For technical matters

DGM (Admin)
OIL INDIA LIMITED
Kolkata Office
4 India Exchange Place,
ICC Building, 4th Floor,
Kolkata – 700001
India
Fax No. 033-22302596
Email : oilcalmn@oilindia.in

Contractor

Fax No. :

Email :

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

15.0 SUBCONTRACTING/ASSIGNMENT:

- 15.1 Contractor shall not subcontract, transfer or assign the contract, in full 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 approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
- 15.2 If against an order placed by OIL, 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.

16.0 MISCELLANEOUS PROVISIONS:

- 16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or

any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 16.3 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.
- 16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.
- 17.0 Deleted
- 18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of estimated annualised Contract Price) with validity of 3(three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's personnel will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.
- 20.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 **LIABILITY:**

- 21.1 Except as otherwise expressly provided, 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. 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 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.
- 21.8 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.
- 22.0 **INDEMNITY AGREEMENT:**
- 22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 22.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 23.0 **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.

- 24.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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 India Limited (or such other person or persons contracting through Oil India Limited).
- 25.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II.
 - b) Contractor's indebtedness arising out of execution of this Contract.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) Damage to another Contractor of Company.
 - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
 - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor.

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

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

26.0 **APPLICABLE LAW:**

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

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

- a) The Minimum Wages Act, 1948
- b) The Oil Mines Regulations, 1984
- c) The Workmen's Compensation Act, 1923
- d) The Payment of Wages Act, 1963
- e) The Payment of Bonus Act, 1965
- f) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- g) The Employees Pension Scheme, 1995
- h) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- (i) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- j) GST Act.
- k) Customs & GST Act.

27.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised 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 section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company 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 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 work, or give out to any third person information in connection therewith.

28.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

29.0 **ROYALTY AND 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 or drawings forming part thereof.

- 30.0 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.
- 31.0 **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.
- 32.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**
- 32.1 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. Request for payment /part payment to a third party i.e. to a party other than the contractor will not be entertained by OIL under any circumstances.
- 32.2 **MANNER OF PAYMENT:** All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 32.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.
- 32.4 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.
- 32.5 Contractor will submit 04 (Four) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment.
- 32.6 Invoice for the reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 32.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to one month) may occur.
- 32.8 Payment of mobilization charges wherever applicable shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.

- 32.9 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. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 32.3 above.
- 32.10 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.
- 32.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.
- 33.0 **LIMITATION OF LIABILITY**: Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,
- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
 - (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

END OF SECTION - I

Part-3
SECTION-II

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

INTRODUCTION

This section establishes the scope and schedule for the work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

A. DESCRIPTION OF SERVICES

1.0 SCOPE OF WORK:

1.1 The Contractor will have to provide complete care-taking services to Oil India Limited (OIL) for its Guest Houses(VIP Guest House, 12, Lee Road, Kolkata-700020 and Diroi House, 2E, Charu Chandra Avenue, Tollygunge, Kolkata-700033) to the satisfaction of Company consistent with Company standards and instructions issued by appropriate Company officials from time to time. Maintenance of discipline, decorum and honesty will be of prime importance.

1.2 The Contractor may himself act as the Supervisor cum Caretaker or deploy a suitable candidate for the jobs with consent of CGM (KOLKATA OFFICE) or his authorized representative. He shall be responsible for execution of assigned services and shall maintain various records(Attendance Register/In & Out Register/Visitor Register/Inventory Register etc.) as necessary. The Supervisor cum Caretaker so deployed, should be capable of maintaining records in English/Hindi and conversant with use of computer. He should devote fulltime in Guest House premises. The Supervisor cum Caretaker should make himself available over phone/mobile on round the clock basis, for which company will not reimburse/pay any cost towards such mobile/telephone. He should have previous experience in hospitality management and should have good communication skill. He should have a good knowledge of the locality also. He should be responsible for the cleanliness of the premises and should be proactive to solve various infrastructure /human problems. He will be responsible for the following jobs in addition to his other jobs also:

1.3 The Contractor shall have to provide the services with the following staff and one Supervisor cum Caretaker to ensure smooth and efficient functioning of Guest House and delivery and supervision of services.

- i) Shri Murali Paswan
- ii) Shri Munna Paswan
- iii) Shri Dinesh Paswan
- iv) Shri Bhuwani Prasad Ghimire
- v) Shri Shiv Narayan Paswan
- vi) Shri Padum Paswan
- vii) Shri Dharam Dev Paswan
- viii) Shri Mahesh Paswan

NB: Sl. No. (i) to (viii) are Cooks & Bearers

In addition to the above, 04(Four) Nos. of personnel to be engaged as Bearers as per applicable minimum wages.

In addition to the above, 01(One) Nos. of personnel to be engaged for carrying out day to day sanitation service at Diroi Guest House and payment to be made as per applicable minimum wages.

In addition to the above, 01(One) Nos. of personnel to be engaged for carrying out day to day sanitation service at Lee Road Guest House and payment to be made as per applicable minimum wages.

However, the actual number of personnel required to be deployed and their duty hours to be so decided by the Contractor so that the services are made available round the clock without compromising with quality.

1.4 CHILDREN EDUCATION ALLOWANCE: Children Education Allowance will be paid to Sl. No. (i) to (viii) of Point No. 1.3 above @Rs. 200/- per eligible child of staff per month upto a maximum of 02 children per staff for children studying from Class I to XII.

1.5 EXGRATIA PAYMENT: Further, Sl. No. (i) to (viii) of Point No. 1.3 above will also be paid Exgratia payment annually @ 8.33% of Basic plus DA.

1.6 Annual Increment @3% of Basic will be paid to Sl. No. (i) to (viii) of Point No. 1.3 above subject to satisfactory performance in the preceding year.

1.7 The Contractor will normally not change the working hands without consent of Company's Sr. Manager(Administration) or his authorized representative. However, the Service Provider must immediately remove and replace any of their personnel, who in the opinion of Company, is incompetent/negligent/ of unacceptable behavior or whose employment is otherwise considered by Company to be undesirable.

1.8 The Contractor will be required to issue proper uniform/dress as decided and instructed by Company's CGM (KOLKATA OFFICE) or his authorized representative to his working personnel for use at all time during duty period. The cost of such uniform and shoes for the work persons will be reimbursed by Company to the Service Provider as under;

Uniform/Dress : Two Sets per person for 01 year duration
Shoes : One Pair per person for 01 year duration

Note: If any working personnel are replaced as stated in clause 1.3 above, the replacement shall also have the same uniform, as prescribed and this will be on cost to the service provider.

1.9 INFRASTRUCTURE :

The Guest House is currently located at 12 Lee Road, Kolkata-700020 and 2E, Charu Chandra Avenue, Tollygunge, Kolkata-700033. However, Company reserves the right to shift the guest house to other locations in Kolkata, if situation so demands, at any time during the contractual period and it will be

obligatory on the part of the Contractor to render the care taking services at such new locations. The current premises broadly as under;

- (i) TV Room cum Common Lobby in each floor
- (ii) Kitchen and Dining Room in each floor
- (iii) Twelve numbers of full furnished Bed Rooms with attached baths & dressing spaces in each floor
- (iv) Open spaces on the ground floor
- (v) Office room for care-taker etc.

1.10 CARETAKING AND HOUSE-KEEPING :

(a) The Contractor shall provide the following meals to the guests against which the charges will be as under:

i) Bed Tea with biscuits : Rs.15/-

ii) Breakfast (Roti-sabji/Bread-Butter-Jam,Banana,Egg to order,Juice,Tea/Coffee : Rs.40/-

iii) Lunch (Veg)- (Roti,Rice, Dal, Sabji(with Paneer), Sabji(dry),Papad, Pickle, Salad etc. - Rs. 135/-

iv) Lunch (Non Veg)- (Roti,Rice, Dal, Sabji(gravy), Sabji(dry),Fish/Chicken curry,Papad, Pickle, Salad etc.- Rs.135 /-

v) Evening Tea- Tea/Coffee with snacks -Rs.25/-

vi) Dinner(Veg)- (Roti,Rice, Dal, Sabji(with Paneer), Sabji(dry),Papad, Pickle, Salad etc.- Rs. 135/-

vii) Dinner(Non Veg)- (Roti,Rice, Dal, Sabji(gravy), Sabji(dry),Fish/Chicken curry,Papad, Pickle, Salad etc.- Rs.135/-

(b) The Contractor must report to the Company authorized representative on daily basis and collect occupancy details of guests and to receive instructions, if any, with regard to services to be rendered in the guest house.

(c) The Contractor shall render comprehensive care taking 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. as per general guidelines and instructions from the authorities of Company. All tools and consumables for the purpose of caretaking/housekeeping like utensils, cooking gas, cooking materials, brooms, phenyl, moppers and vacuum cleaners etc. will be provided by the Guest House. As per the requirement, company may advise for direct procurement of the consumables mentioned above and in that case the cost of the same will be reimbursed to the service provider on actual.

(d) The Contractor shall provide entire housekeeping services like dry sweeping and wet mopping as desired, of all the rooms/common areas using vacuum cleaner.

(e) The Contractor shall upkeep the fixtures and furniture, furnishings, fittings & equipments of the guest house at all the time during contractual period. The Service Provider shall also ensure to keep all such items in excellent condition. Any damage/loss caused to the above, either by the service provider himself or by any of his employees, shall be reimbursed by the service provider on actual. Such items shall not be taken out of Guest House premises without the consent in writing by authorized official of the Company.

(f) Cooks shall do cooking in most hygienic condition and presentable, well-mannered waiters/servicing staff/attendant shall do services.

(g) Cleaning of kitchen, Guest House rooms, and all the toilets of both the Guest houses, wash-basins in Dining hall, store and equipments used by service provider will be the responsibility of the service provider. Cleaning will be done with approved material manually or by using mechanized equipments like vacuum cleaners, scrubbing machine and carpet shampooing machine etc. or both.

(h) Furniture, fixtures, kitchen equipment, exhaust fans etc. are required to be cleaned daily in such a manner that these items should not be affected resulting in scratches.

(i) Proper regular care for the safe maintenance of fittings, fixtures, T.V. equipments and furniture will be the sole responsibility of the service provider. Any damage and or loss caused to the above either by the service provider himself or by any of his employees shall be made good by the contractor at his own cost immediately.

(j) The payment from the guest for meals will be collected directly by the Contractor /his representative in case of retired official.

(k) The contractor shall keep a Complaint/Suggestion Book at a pre-designated place to record complaints/suggestions on services rendered by the contractor and such complaints shall be taken note of and acted upon immediately, wherever required.

(l) The eatables served by the contractor to the Guests / OIL officials shall be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, egg-shell, human hair, glass or crockery chips, paper, wood insects, flies or non-usable liquid, ingredients not to be used in the preparation of the dishes. Dishes containing such things shall be rejected. Any item found sub-standard or adulterated or of poor quality shall be rejected.

(m) Non-vegetarian dishes shall be made of fresh and good quality mutton, chicken or fish etc. The pieces of non vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces will be removed. The non-vegetarian items shall be washed and cleaned properly before cooking.

(n) All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The contractor shall be responsible for their hygienic fitness. Milk and milk product such as curd, yoghurt, cheese etc. shall be of good standard and should be prepared and served fresh.

(o) Tea leaves, leftover food will be collected in proper Refuse Bins and disposed of immediately. It shall be the responsibility of the contractor to dispose off garbage, accumulated during the operation of this contract, at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The contractor shall ensure that garbage should never be kept overnight in the premises of OIL Guest House.

(p) The Contractor shall look after administration of laundry services for all the linens of the Guest House including the guest rooms and will maintain inventory of all such linens. The laundry service provider will be engaged by Company and payment for the same will be made separately by Company directly to such laundry service provider. As per the requirement, company may advise the contractor for arrangement of proper laundry services for the Guest Houses, for which the cost of laundry service will be reimbursed to the contractor as per the rates fixed by the company on mutual consent with the contractor. In that case the laundry services will have to be arranged outside the premises of the Guest houses and in hygienic condition.

(q) The Contractor will be responsible for taking good care of guest house property and keep up-to-date inventory thereof. The service provider / Caretaker shall attend emergency during breakdown of electrical power supply, DG set, Cable TV, Cooking items, Water supply, Security related matters and urgent medical treatment of guests etc. in the guest house. In emergency he may be allowed to spend normal amounts not exceeding Rs. 3000.00 related to maintenance/repair jobs etc. The said job shall be carried out with permission of Company authorized representative and the amount will be reimbursed upon submission of original receipt /documents of the same.

(r) The Contractor will provide complete welcome kit {comprising of one toilet soap bar (small), shampoo (small pouch), Tooth Paste (small) and one tooth brush}, one bottle of Mineral water (1 ltr.) on arrival of guests for their use in the rooms. The above mentioned items should be of reputed brand and should be procured with consultation of Company authorized representative and the cost of which will be paid/reimbursed by Company on actual after submission of proper bills/documents. The Supervisor cum Caretaker will be responsible for proper supply of Mosquito Repellent machine/Toilet rolls/liquid soap in the the Guest Rooms. Newspapers/Magazines as decided by Company authorized representative for reading by guests/occupants from time to time is to be arranged by the Contractor and the cost of which will be paid/reimbursed by Company on actual after submission of proper bills/documents.

(s) The Contractor shall ensure proper maintenance of guest register, visitors book, In & out register, Inventory of Articles/crockery/equipments/welcome Kit/catering register, refilling of cooking gas, electrical/water/misc. repairs register etc. as desired by Company authorized representative from time to time.

(t) In addition to the above, the following house-keeping jobs to be carried on daily basis:

i) The contractor shall be responsible to keep rooms ready in all respect within 01 Hour after vacancy of the rooms by the occupants.

ii) The contractor should ensure that the linens should be changed on daily basis with clean ones.

iii) The rooms shall be cleaned properly on daily basis irrespective of the occupancy status.

Note: The contractor shall ensure that the account of the expenditure (eg. Bill vouchers) pertaining to the aforesaid procurement/ services has to be submitted to Company authorized representative within first week of succeeding month. In event of the failure in submission of the monthly bills he shall obtain written approval with the justification of delay in submission of the same otherwise the bills will not be settled and the amount spent will be borne by the contractor only.

1.11 CATERING :

(a) The Contractor shall provide meals to the guests (either vegetarian or non-vegetarian at guests' option) at the rates as fixed by Company from time to time. The menu of food items along with their rates and timings as approved by Company shall be displayed prominently in the guest house. The service provider should maintain record of the actual consumption of meals/food provided to Guests and shall obtain the counter-signature of the Guests. The service Provider 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.

(b) The Contractor shall arrange for serving fresh, hygienic and wholesome meals (tea, breakfast, lunch, snacks and dinner) to the guest or any person authorized by Company. Such meals will be served in the dining hall, guest rooms or any place authorized by Company. The number of meals will depend upon occupancy and there is no guarantee of minimum number of meals.

(c) The raw materials for meals/snacks and other items will be either supplied by the Contractor. In case of purchase, the cost of raw materials will be reimbursed by Company on actual, for which the account of expenditure has to be submitted to Company authorized representative .

(d) The Contractor shall also make arrangements to provide packed food to the guests, if requisitioned. Proper packing boxes/aluminum foil etc. should be used for this purpose.

(e) The Contractor shall not prepare or serve any item other than those prescribed in the menu without prior approval of Company authorized representative. Any change of daily menu, alterations or additions in the service items will require prior approval of Company authorized representative.

(f) The Contractor will also ensure proper upkeepment of crockery/ cutlery/stores/ beverages/food items etc. in the most hygienic ways and proper inventory to be maintained.

(g) The Contractor shall be responsible for day-to-day housekeeping of the kitchen and pantries and maintain them in clean, neat and hygienic condition at all the times during contractual period.

(h) The Contractor shall use only the approved cooking medium for preparing food items. The officer(s) as nominated by Company shall check the quality and quantity of ingredients used for cooking from time to time.
n actual after submission of proper bills/documents.

(s) The Contractor shall ensure proper maintenance of guest register, visitors book, In & out register, Inventory of Articles/crockery/equipments/welcome Kit/catering register, refilling of cooking gas, electrical/water/misc. repairs register etc. as desired by Company authorized representative from time to time.

1.12 SPECIAL EVENTS ARRANGEMENTS:

There may be special events which may have to be frequently organized besides regular activities in which the contractor may be asked to provide the services. For such arrangements if food menu is different or additional items included, the rates shall be mutually decided prior to actual date of events. Service provider should be equipped to provide catering services for around 100 persons at one time within short notice for such special events. In case of specific requirement for outside arrangements of events/business meetings etc. the service provider shall assist in organising the same.

2.0 GENERAL CONDITIONS :

2.1 The Contractor will make payment of wages to the work persons deployed for execution of this service agreement as decided by OIL Management.

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

2.3 The Contractor should be available everyday throughout the contract period except on special occasions with prior permission of Guest House authorities. Such absence on special occasions with prior permission will normally not exceed 30 days in a year. Any unauthorized absence of the said Supervisor cum Caretaker will attract penalty at lumpsum rate of Rs.500/- per day or part thereof.

2.3.1 The Contractor shall not leave Kolkata without at least 72 hours prior permission of Company and when leaving Kolkata on such prior permission, he will keep Company's Sr. Manager(Admin) or his authorized representative informed of his whereabouts and shall also make adequate substitute arrangements in consultation so as to ensure that the services do not suffer in any manner during the Caretaker's absence.

2.4 The Contractor shall ensure observance of rules & regulations of the Guest House.

2.5 The rooms shall always be under the supervision of the Contractor. The keys of the rooms shall remain with the Contractor who will be responsible for opening and closing of the rooms. However, allotment of rooms/allocation of guests will be done by Company authorized representative or his authorized representative.

2.6 The Contractor will not allow or permit to be allowed any unauthorized occupation of the rooms including his service personnel and will not carry on or permit to be carried out any undesirable, unlawful obnoxious and illegal activities in the Guest House premises.

2.7 The Contractor will make available the services of their work persons within the Guest House Premises for other activities like hosting Seminars, Meetings, Family gatherings and celebrations/functions of any nature by Company executives with families from time to time as per advice from Company.

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

2.9 In case of theft, fire, accident etc., the Supervisor-cum-Caretaker must immediately inform all relevant agencies including Company authorized representative. FIR to be lodged in case of theft from the Guest House and a copy of FIR to be submitted with Company's Administration Department.

3.0 Duration of Contract : The duration of the Contract shall be for a period of 02 (two) years to be reckoned from the commencement date of the contract. The contract may be extended upto another one year or lesser period at the option of the Company at the same rates, terms and conditions.

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

4.0 Invoicing and Payment : The Service Provider will submit their monthly invoice/bill in triplicate to Company at the end of each calendar month for the services rendered during the month, including reimbursement of actual expenses incurred, if any, towards marketing/ purchase of items for guest house use, which are otherwise to be provided by Company as per terms and conditions. Any claim towards such reimbursement must be accompanied with respective cash receipt/vouchers or self certified document duly endorsed by Company's authorized official. Income tax as applicable will be deducted from the monthly bill/invoice of the Service Provider as per Income Tax rules.

4.1 There will be no increase in Handling charges during the currency of the contract on account of enhancement of wages for any reason.

4.2 After finalisation of the tender and the total contract value, if there is any wage revision in future, OIL shall reimburse the revised amount.

4.3 GST will be applicable as per Govt. rules.

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

4.5 Monthly running Bills/Invoices to be submitted in triplicate to Company authorized representative from time to time incorporating the Agreement No./Work-order No. for processing payment.

5.0 Time for start and mobilization: Successful bidder will be given 15 days mobilization period from the date of issue of LOI.

6.0 Contract Period and termination of Contract: The contract shall be for a period of two years. Notice of intimation to extend the contract will however be given 30 days before the expiry of the contract. OIL reserves the right to terminate the full contract or a part of at any time without assigning any reason therefore by giving 30 days' notice in writing. If the service rendered/provided to OIL executives/Guests are not found to be satisfactory during the contractual period, the contractor shall not be entitled for any compensation by reasons of any such termination. Security deposit will be forfeited in case of termination of contract due to poor performance by the contractor.

7.0 Penalty:

7.1 In case the service provider fails to provide service as mentioned in the scope of work penalty @ Rs.2000 per day shall be imposed.

7.2 In case up keepment is not found satisfactory, penalty @ Rs.500 per day shall be imposed till the service are found to be satisfactory.

7.3 In case contractor procure materials which is of substandard and not approved by Company authorized representative, penalty will be imposed @ Rs.1000 per occasion.

7.4 On running meals during breakfast, lunch, dinner etc. if any shortfall in respect of quality or quantity is found, a penalty upto Rs. 500.00 per occasion/per item shall be imposed on the contractor.

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

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

9.0 GUEST HOUSE INFRASTRUCTURE :

The Guest House is equipped with the following items to enable the Service Provider to render the intended services:

(a) Rooms for accommodation of guests are fully furnished with air conditioners, geysers, coloured TV with Cable connections, wooden beds, mattress, pillows, curtains, furniture, carpet etc.. The guest house is also having refrigerator, telephones, air conditioners & TV, LPG connections along with gas stove, utensils etc. The Guest House will be handed over to the Service Provider alongwith all these items in good working conditions to enable them to render effective and efficient services.

(b) Bed sheets, bed covers, pillow covers, bath towels shall be provided by the company. The above items shall be replaced by the company as and when required after physical verification by Company Officials from time to time.

10.0 Labour Laws and Arbitration

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

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

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

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

v) The OFFICER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- 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 rules/regulations.

vi) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling any Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the OFFICER-INCHARGE and in the event of the CONTRACTOR's default

continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The OFFICER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR. The decision of the OFFICER-IN-CHARGE in this respect shall be final and binding.

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

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

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

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

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

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

END OF SECTION-II

Part-3
SECTION – III
SCHEDULE OF RATES

- 1.0 Bidders must indicate handling charge in percentage in the prescribed Price Bid Format (Proforma-A) .

PRICE BID FORMAT**Schedule of Works, Units and Quantities and Prices (SOQ)**

SL	Description	Unit	Quantity	Rate
1	Wages for Cooks & Bearers	PM	08	22953.00
2	Wages for Bearers	PM	04	15418.00
3	Wages for Security Guard (Lee Road GH)	PM	01	16978.00
4	Wages for Sanitation Staff (Lee Road GH)	PM	01	13936.00
5	Wages for Sanitation Staff (Diroi House)	PM	01	13936.00
6	Caretaker Service	PM	01	50000.00
HANDLING CHARGES IN PERCENTAGE %				

a) Applicable Handling Charges will be as follows:

Lower Limit (Minimum) = 5% (on Sl. 1 to 5)

Upper Limit (Maximum) = 10% (on Sl. 1 to 5)

- b) Bidders are instructed to quote the percentage only up to two decimal places. Bidder quoting below 5% and above 10% will be summarily rejected. Bidders must include all liabilities including statutory liabilities.
- c) The above rates are inclusive of PF, ESI and Ex-gratia against Sl. No.1 to 5.
- d) In case of identical lowest rate quoted by more than one techno-commercially acceptable bidder, purchase preference will be given to techno-commercially acceptable MSE bidder, if quoted against the tender. If all the identical techno-commercially acceptable bidders happen to be MSE bidders, the selection of lowest bidder will be made by draw of lots among those MSE bidders offering the same lowest quote. Similarly, if all the identical techno-commercially acceptable bidders happen to be non-MSE bidders, the selection of lowest bidder will be made by draw of lots among those bidders offering the same lowest quote. Company's decision in this regard shall be final and binding to all bidders.

BID FORM

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

Sub: IFB No. CKI

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 services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) (**“NOT TO BE SHOWN IN TECHNO-COMMERCIAL UNPRICED BID”**) 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 within (_____) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of **120** days from the date fixed for Bid closing 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 _____ 2018.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Name of the firm/service provider/bidder: _____

(To be digitally signed by Bidder's Authorized signatory)

PROFORMA-C

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 tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

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 Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

FORM OF PERFORMANCE BANK GUARANTEE

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

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of ----- (calculated at 90 days after Contract completion date).

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

A. Issuing Bank:

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

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place

PROFORMA-F

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. 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 Terms of Reference; |
| (c) Section-III | indicating the Special Terms & Condition; |
| (d) Section-IV | indicating the Schedule of Rates. |

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 LETTER OF AUTHORITY

TO

GM (Kolkata Office)

Oil India Ltd.,
4 India Exchange Place,
ICC Building, 4th floor,
Kolkata-700001
West Bengal, India

Sir,

Sub: OIL's IFB No.

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

AUTHORISATION FOR ATTENDING BID OPENING

TO

Date: _____

GM (Kolkata Office)

Oil India Ltd.,
4 India Exchange Place,
ICC Building, 4th floor,
Kolkata-700001
West Bengal, India

Sir,

Sub : OIL's IFB No.

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for 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) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. 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.
2. 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.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a 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) 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.

1. 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 h e/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.

2. 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.

3. 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.

4. 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) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) 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. 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. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/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. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties 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. 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) 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. 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. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / 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. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if

the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible 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. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The 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. 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. 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. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, 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. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Mrs. A. Gogoi

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For the Principal

Place. Kolkata

Date . 22.03.2018

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For the Bidder/Contractor

Witness 1:

Witness 2:

Tender issued to following parties only:

- 1.0 M/s Pradhan Caterers, Kolkata
- 2.0 M/s Monami Ctaerers, Kolkata
- 3.0 M/s Paradise Enterprise, Kolkata
- 4.0 M/s R.N. Tiwari, Kolkata
- 5.0 M/s Naba Catering, Kolkata
- 6.0 M/s Loknath Enterprise, Kolkata