



ऑयल इंडिया लिमिटेड

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

Oil India Limited

(A Government of India Enterprise) Registered Office : Duliagan, Assam

प्लॉट नं० 19, सेक्टर 16-ए, नोएडा-201301, उत्तर प्रदेश
Plot No. 19, Sector 16-A, Noida-201301, Uttar Pradesh
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TENDER NO.: CLI0050L19 DT. 13.12.2018

For

**HIRING OF SERVICE PROVIDER FOR DESIGN & ERECTION OF EXHIBITION
STALL AT PETROTECH'2019 AT GREATER NOIDA, NATIONAL CAPITAL
REGION, INDIA**

**Date & time of closing of Tender : 03.01.2019 AT 2:00 pm (IST) as
mentioned in the e-tender Portal**

**Date & time of opening of Tender: 03.01.2019 AT 3:00 pm as
mentioned in the e-tender Portal**

**(RUPAK KALITA)
DY.GENERAL MANAGER (C & P)
FOR CHIEF GENERAL MANAGER (C&P)
FOR CHAIRMAN & MANAGING DIRECTOR**

INDEX**S U B J E C T****SECTIONS**

(a)	Forwarding letter	-	Section -I	Page 3-8
(b)	Instruction to Bidders	-	Section II	Page 4-19
(c)	Bid Evaluation Criteria/Bid Rejection Criteria	-	Section III	Page 20-27
(d)	General Conditions of Contract	-	Section IV	Page 28-49
(e)	Schedule of Rates	-	Section V	Page 50
(f)	Terms of Reference/Technical specification/Scope of work	-	Section VI	Page 51-54

PROFORMAS

(i)	Integrity Pact Document	-	Proforma I	Page 55-59
(ii)	Bid Form	-	Proforma II	Page 60
(iii)	Undertaking of Authentic Document	-	Proforma III	Page 61
(iv)	Certificate of Annual Turnover/Networth	-	Proforma IV	Page 62
(v)	Statement of Non Compliance (Excepting BRC/BEC)	-	Proforma V	Page 63
(vi)	Authorization to attend Bid Opening	-	Proforma VI	Page 64
(vii)	Letter of Authority		Proforma VII	Page 65
(viii)	E-Remittance form		Proforma VIII	Page 66
(ix)	Bid Security Format		Proforma IX	Page 67-68
(x)	Sample Agreement Document		Proforma X	Page 69

ANNEXURES

(i)	Commercial Checklist	-	Annexure- I	Page 70
(ii)	Illustration of Inter-se Ranking	-	Annexure- II	Page 71
(iii)	General Health, Safety & Environment (HSE) Measures	-	Annexure- III	Page 72-74

SECTION- I**Forwarding letter****SUB: OIL'S TENDER NO. CLI0050L19 DT. 13.12.2018 FOR HIRING OF SERVICE PROVIDER FOR DESIGN & ERECTION OF EXHIBITION STALL AT PETROTECH'2019 AT GREATER NOIDA, NATIONAL CAPITAL REGION, INDIA**

Oil India Limited (OIL), a Govt. of India Enterprise under Ministry of Petroleum & Natural Gas, invite you to submit your firm quotation for hiring of service provider for design & erection of exhibition stall at Petrotech'2019 at Greater Noida, National Capital Region, India

OIL INDIA LIMITED (OIL) invites **Limited National Competitive Bids (NCB)** from competent experienced Service Providers through its E- procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following works / services:

Tender No.	CLI0050L19 DATED 13.12.2018
Description of Work / Service	FOR HIRING OF SERVICE PROVIDER FOR DESIGN & ERECTION OF EXHIBITION STALL AT PETROTECH'2019 AT GREATER NOIDA, NATIONAL CAPITAL REGION, INDIA
Type of Bid	Limited E-Tender Under Single Stage Two Bid System
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid validity	90 days from the date of technical bid opening
Bid Closing Date & Time	03.01.2019 (14:00 HRS : Server Time)
Technical Bid Opening Date & Time	03.01.2019 (15:00 HRS : Server Time)
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Bid Opening Place	Office of the Chief General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh
Bid Security (EMD)	Rs.1,90,000.00. However. Exempted for MSE vendors as per Public Procurement Policy 2012.
Bid Security Validity	03.05.2019 (120 days from original date of technical bid opening date)
Pre-Bid conference	Not applicable
Amount of Performance Security	10 % of Contract value excluding GST valid up to 3 months beyond date of completion of the Contract.
Completion period/Duration of the Contract	The stall to be ready in all respect before the event i.e. by 9th February'2019.
2.0 No physical Bid documents will be provided.	
3.0 Details of process for submission of Bid Security (EMD) through the online	

payment gateway are available in Vendor User Manual under E- procurement portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at url: http://oil-india.com/pdf/ETenderNotification.pdf).
4.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).
5.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.
6.0 To participate in OIL's e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having " Organization Name " field other than Bidder's Name are not acceptable. Bidders are advised to go through " User Manuals " provided in OIL's E-Tender portal for bid submission procedure.

2.0 BID SECURITY : Rs.1,90,000.00 (Exempted for MSE vendors as per Public Procurement Policy 2012 against documentary evidence)

a) **Bid Security** deposited vide On-line Payment / Bank Guarantee

No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) should reach the office of Chief General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh on or before bid closing date & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) may also be uploaded along with the Un-priced Techno-Commercial Bid documents.

3.0 SEALED ENVELOPES containing the **Bid Security Deposit, Power of Attorney, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

CHIEF GENERAL MANAGER (C&P),
OIL INDIA LIMITED,
PLOT NO. 19, SECTOR-16A, NOIDA-201 301
UTTAR PRADESH

All bidders shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Bank Guarantee (as per format provided and valid for minimum 120 days from the original date of opening of Technical Bid) / Bank Draft / Banker's Cheque** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at NOIDA / DELHI. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit in the manner specified above will be summarily rejected.**

4.0 Bid should be submitted online up to 02:00 PM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 03:00 PM (IST) at Office of the CGM (C&P) in presence of authorized representative of the bidder.

5.0 The rates shall be quoted per unit as specified in the “BIDDING FORMAT” attached under “Notes and Attachments” tab of the e-tender portal.

The bid and all uploaded documents must be Digitally signed using **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

*Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.*

The authenticity of above digital signature may be verified through authorized CA (Certifying Authority) after bid opening. If the digital signature used for signing is not of Class III [Organization] along with Encryption Certificate, the bid will be rejected.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

6.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

7.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

8.0 The Bid must be valid for 90 (Ninety) days from the date of bid opening.

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

10.0 The work may be split up, if applicable, amongst more than one contractor at the sole discretion of the Company.

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

12.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

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

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

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

16.0 **PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:** Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

17.0 **The tender will be governed by:**

Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION - II

Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): SECTION – III

General Conditions of Contract: SECTION-IV

Schedule of Rates: SECTION-V

Scope of Work and Special Terms & Conditions: SECTION-VI

Integrity Pact: PROFORMA-I

Bidding Format: PROFORMA II (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal)

Undertaking for Authenticity of Information: PROFORMA – III

Certificate of Annual Turnover/Net worth : PROFORMA – IV

Statement of Non Compliance(Excepting BEC/BRC)- PROFORMA - V

Authorization to attend Bid Opening : PROFORMA - VI

Letter of Authority : Proforma VII

E-Remittance form : Proforma VIII

Bid Security Format : Proforma IX

Sample Agreement Document : Proforma X

Commercial Checklist : Annexure- I

Illustration of Inter-se Ranking : Annexure- II

General Health, Safety & Environment (HSE) Measures : Annexure- IIII

18. SPECIAL NOTE:

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with

Tender No. and due date to The Chief General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh:

a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/Bank Draft/Bankers' cheque)

A scanned copy of Bid Security may also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

Bidder should ensure to submit original documents in accordance with the bidding documents.

c) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee /Bank Draft / Bankers' cheque) must be received at OIL's CGM (C&P)'s office at Noida on or before the bid closing date & time failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal 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 Specification of the tender. The Price Bid shall be quoted as specified in the "BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

20.0 In Technical Bid opening, only Un-Priced Techno-Commercial Bid will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under "Technical Attachments" of "RFx Information" Tab Page only. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

NB: All the Bids must be Digitally Signed using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

21.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Section-VII- Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

(Note: 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 of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID: satyanandamishra@hotmail.com and Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC, E-Mail ID: jagmohan.garg@gmail.com have been appointed as Independent External Monitors).

22.0 In order to participate against OIL’s E-Tenders, Bidders are advised in their own interest to kindly go through the following documents, in addition to others, available under “[User Manuals](#)” in the main login page of OIL’s E-Tender portal:

- a. **Guidelines to Bidders for participating in OIL.pdf**
- b. **NEW INSTRUCTIONS TO BIDDER FOR SUBMISSION.pdf**
- c. **NEW VENDOR MANUAL(EFF.12.4.17-1).pdf**

23 We now look forward to your valuable offer against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED



(Rupak Kalita)
Dy. General Manager (C&P)
For Chief General Manager (C&P)
For Chairman & Managing Director

END OF SECTION I

SECTION – II

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.

2.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter (**SECTION-I**) highlighting the following points
 - (i) Company's IFB/ Tender No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION – III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Schedule of Rates: **SECTION-V**
- e) Scope of Work and Special Terms & Conditions: **SECTION-VI**
- f) Integrity Pact: **PROFORMA-I.**
- g) Bidding Format: **PROFORMA II** (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal)
- h) Undertaking for Authenticity of Information: **PROFORMA – III**
- i) Certificate of Annual Turnover/Net worth : **PROFORMA – IV**
- j) Statement of Non Compliance(Excepting BEC/BRC)- **PROFORMA - V**
- k) Authorization to attend Bid Opening : **PROFORMA - VI**
- l) Letter of Authority : **Proforma VII**
- m) E-Remittance form : **Proforma VIII**
- n) Bid Security Format : **Proforma IX**
- o) Sample Agreement Document : **Proforma X**
- p) Commercial Checklist : **Annexure- I**
- q) Illustration of Inter-se Ranking : **Annexure- II**
- r) General Health, Safety & Environment (HSE) Measures : **Annexure- IIII**

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its 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 Bidding Documents by issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the "Technical RFx" area under the tab "External Area → Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" area under the tab "External Area Amendments"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

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

5.2 BIDDER'S/AGENT'S NAME & ADDRESS: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

5.3 DOCUMENTS COMPRISING THE BID:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the services offered as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should

be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**

(vii) Integrity Pact

Note: Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

(B) PRICED BID:

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

- (i) Bidding Format as per Section-IX
- (ii) Bid Form as per Proforma-I
- (iii) Proforma-IX showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Bidder shall quote their rates / prices in the "BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.

The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document. All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made 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.

6.0 CURRENCIES OF BID AND PAYMENT:

6.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

6.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

7.1 These are listed in **BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**, SECTION-III of the Bid document.

8.0 BID SECURITY:

8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 8.9.

8.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-IX** or a Bank Draft/Bankers' cheque in favour of OIL and payable at NOIDA / DELHI or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- d) **Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-scheduled Bank of India shall not be acceptable.**

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

8.3 Alternatively, Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

8.4 Any bid not secured in accordance with sub-clause 8.2 above shall be rejected by the Company as non-responsive.

8.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

8.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

8.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the formal Service Agreement in conformity with Clause 25.0 below is signed.

8.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

8.9 The Bid Security may be forfeited:

- i) If the bidder withdraws the bid within its original/extended validity.
- ii) If the bidder modifies/revises their bid suo-moto.
- iii) If the bidder does not accept the order/contract.
- iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

8.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

8.11 A scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft may be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of **Chief General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh** on or before Bid Closing date and time.

8.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 The Bid must be valid for **90 (Ninety) days** from the date of opening of the tender. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid **for 90 days** from Bid Opening Date.

9.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax / E-mail). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS:

11.1 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 **Digital Certificate Class III [Organization]** along with

Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. 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 III [Organization] along with Encryption Certificate, the bid will be rejected.

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

11.2 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.

11.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.4 Physical Bid/ E-mail/ Fax/ Telephonic offers will not be accepted.

11.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

11.6 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

12.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through

their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

13.0 DEADLINE FOR SUBMISSION OF BIDS:

13.1 Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

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

13.3 The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

14.0 LATE BIDS:

14.1 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. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

15.1 Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. However, it is the responsibility of the bidder to re- submit before the bid closing date and time. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

15.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

16.0 EXTENSION OF BID SUBMISSION DATE:

16.1 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 The Un-priced Techno-Commercial (Technical) bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical Attachments" of "RFx Information" Tab Page only.

17.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

17.3 Bids which have been withdrawn pursuant to Clause 15.1 will not be allowed to be opened by the system. OIL shall 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 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 17.3

17.5 To assist in the examination, evaluation and comparison of bids, 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 at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

17.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

18.0 OPENING OF PRICED BIDS:

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

18.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

18.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

19.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

20.0 EVALUATION AND COMPARISON OF BIDS:

20.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

20.2 DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

20.3 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.

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

20.5 LOADING OF FOREIGN EXCHANGE:

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

20.6 EXCHANGE RATE RISK:

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

20.7 REPATRIATION OF RUPEE COST:

In respect of foreign parties, rupee payments made on the basis of the accepted rupee component of their bid would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

21.0 CONTACTING THE COMPANY:

21.1 No Bidder shall contact OIL 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 OIL vide sub-clause 17.5.

21.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

22.0 AWARD CRITERIA:

22.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the bid with the highest total score as per BEC/BRC, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

23.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

23.1 OIL 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 OIL's action.

24.0 NOTIFICATION OF AWARD:

24.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

25.0 SIGNING OF CONTRACT:

25.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

25.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

25.3 Failure of the successful bidders to comply with the conditions as specified in Para 25.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

26.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

27.0 SPECIFICATIONS:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

28.0 Along with the technical bid, bidders must submit duly filled undertaking as per format provided vide **Proforma III** as undertaking towards submission of authentic information/documents.

(END OF SECTION-II)

SECTION -III
BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

The bid shall conform generally to the specifications and terms and conditions given in the Bid 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

1.0 TECHNICAL CRITERIA:

1.1 Bidder must indicate (as per **Format A given at bottom of this section**) the number of Exhibition Stalls (i.e. Design, fabrication, Installation and maintenance of the exhibition stall covering floor area of **minimum 100 Square meters**. with structure sufficient to withstand both static and dynamic loads) executed by the bidder during the **last Seven (07) years from the original date of Technical Bid opening** in a Maharatna / Navratna PSU or a PSU/MNC/Private Sector company.

Note to Clause 1.1 above: In case bidder does not submit the **Format A** along with supporting documents in their Un-Priced Techno-Commercial Bid, it will be construed that the bidder does not have the relevant credentials and 0 (ZERO) marks will be allotted to such bidder as mentioned in “Computation Table” of Para-4.0 below.

2.0 COMMERCIAL CRITERIA:

2.1 The bids are to be submitted in **single stage under 2 (two) bid system** i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

2.3 Bid security shall be furnished (except those exempted) as a part of the Un-priced Techno-Commercial Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 120 days from the original date of Technical bid opening.

2.4 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.

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

2.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

2.7 The bid and all attached documents should be digitally signed by the bidder using **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable.

2.8 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

2.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in “**Technical Attachments**” area under “**RFx Information**” tab.

2.11 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact
- (xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.12 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

E-TENDER NO. CLI0050L19

2.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**PROFORMA - I” - Integrity Pact**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

2.14 Bid received with validity of offer less than **90 (ninety) days** from the original date of Technical Bid opening will be rejected.

3.0 GENERAL:

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

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

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

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

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

4.0 The bidders who submit their bid within the stipulated Bid closing date and time will be invited for presenting their concept (preferably with a presentation of their proposed concept) covering the following:

- a) Master Planning & Zoning:
 - (i) Cost effective Site utilization & grouping of functions, economical design
 - (ii) Site Orientation – Massing (compactness), Circulation (integration).
- b) Design Concept Planning:
 - (i) Aesthetics, Environmental friendly considerations like use of environment friendly materials, etc., Green Building features, Disaster resistant methods / Technologies.

E-TENDER NO. CLI0050L19

- (ii) New Technologies (other than conventional) and New / Materials & Finishes (other than conventional materials) proposed to be used in the Project. The proposed new technology(ies) should demonstrate the time and / or cost effectiveness.
- (iii) Innovative Modern and / or Contemporary, State of the Art Architectural features.

c) Disaster recovery planning / Fire Prevention Plan/ HSE

Note to Clause 4.0 above: The exact date & time of the presentation will be intimated to the bidders who submit their bid within the stipulated Bid closing date and time

5.0 QUALITY & COST BASED SELECTION (QCBS):

(A) EVALUATION OF BIDS FOR QUALITY:

A.1 Bids shall be evaluated both in terms of **QUALITY** as well as **Quoted Price** i.e. **Combined Quality & Cost Based Selection (QCBS)** methodology. The relative weightage assigned for **Quality is 70** and the weightage for the **Quoted Price is 30** i.e. (Quality: Quoted Price = 70:30).

A.2 The marks allocated against various subsections under Quality of Bid shall be as under:

Computation Table

Sl. No.	Heading	Max Marks	Bidder's Score								
1	Experience										
(a)	<div>Number of Exhibition Stalls (i.e. Design, fabrication, Installation and maintenance of the exhibition stall covering floor area of minimum 100 Square meters with structure sufficient to withstand both static and dynamic loads) executed by the bidder during the last Seven(07) years from the original date of Technical Bid opening in a Maharatna / Navratna PSU or a PSU/MNC/Private Sector company</div> <table><tr><td>No. of assignment</td><td>marks</td></tr><tr><td>1</td><td>5</td></tr><tr><td>2 to 3</td><td>10</td></tr><tr><td>More than 3</td><td>15</td></tr></table>	No. of assignment	marks	1	5	2 to 3	10	More than 3	15	15	
No. of assignment	marks										
1	5										
2 to 3	10										
More than 3	15										
2	Design Concept & Planning										
(a)	<div>Master Planning & Zoning:</div> <div>(i) Cost effective Site utilization & grouping of functions, economical design</div>	10									

E-TENDER NO. CLI0050L19

Sl. No.	Heading	Max Marks	Bidder's Score
	(ii) Site Orientation – Massing (compactness), Circulation (integration),	10	
	Design Concept Planning:		
	(i) Aesthetics, Environmental friendly considerations like use of environment friendly materials, etc., Green Building features, Disaster resistant methods / Technologies,	20	
(b)	(ii) New Technologies (other than conventional) and New / Materials & Finishes (other than conventional materials) proposed to be used in the Project. The proposed new technology(ies) should demonstrate the time and / or cost effectiveness.	10	
	(iii) Innovative Modern and / or Contemporary, State of the Art Architectural features.	10	
3	Miscellaneous		
(a)	Disaster recovery planning / Fire Prevention Plan/ HSE.	10	
(b)	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	15	
	TOTAL MARKS (St)	100	

Notes to Clause A.2 above:

(a) Bidder may visit the Petrotech – 2019 exhibition premises at India Expo Mart, Greater Noida prior to the bid submission – however, all expenses will be borne by the bidder

(b) It shall be the bidder's responsibility to ensure submission of unambiguous/ clear and sufficient documentary evidence in support of the evaluation criteria.

(c) The bidder should submit copies of PO's, completion certificates, payment receipts, etc. along with the bid to substantiate parameter 1 above

(d) OIL reserves the right to verify and or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action as per Banning policy of the Company.

(e) Bidders would be called for a technical presentation at a notice of **minimum 4 days**.

E-TENDER NO. CLI0050L19

(f) Evaluation of parameters 2 & 3 will be through a presentation by Bidder's proposed team who will be working on this assignment, to a committee of OIL officials. A signed copy of the presentation needs to be submitted to OIL on the day of presentation for evaluation purposes. The marks awarded by the committee shall be final and no representation shall be made by bidders at any point of time.

(B) QUALIFIED BIDS: Qualifying marks for priced-bid opening shall be 70 out of total of 100 marks as shown in Computation Table above. In case of no bids scoring qualifying marks of 70 and above, the qualifying marks will be reduced to 60 for ascertaining the qualified bids.

The decision of the team of OIL representatives to select the technically acceptable bid(s) on the basis of their evaluation will be final and binding on the bidders.

(C) Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive and who secure the minimum qualifying score as per Para (B) above.

(D) EVALUATED BID PRICE: Qualified Bids meeting the minimum Qualifying Marks as mentioned in Para (B) shall be considered to be responsive and shall be considered for further evaluation as per the Evaluation Criteria given below:

D.1 If there is any discrepancy between the unit price and the Total price, the unit price will prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

D.2 Bidders are required to quote for all the items as per Bidding Format, otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.

D.3 Commercial Bids shall be evaluated taking into account the Price quoted against Bidding Format including quoted GST.

D.4.1 Price Bid uploaded / submitted without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

D.4.2 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

D.5 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken into account of evaluation purposes. However, in the event such offer without considering discount is found to be successful, OIL shall avail such discount at the time of award of contract.

E-TENDER NO. CLI0050L19

D.6 The quantities shown against each item in the Bidding Format shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities of various items in the price bidding format are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.

D.7 The responsive bids will be subjected to loading for any deviation(s).

(E) INTER-SE RANKING OF THE QUALIFIED BIDS: To ascertain the inter-se-ranking of the bids the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

E.1 The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposals would be computed as follows:

$$\mathbf{Sf} = 100 \times \mathbf{Fm}/\mathbf{F}$$

Where F = amount of financial proposal

E.2 The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$\mathbf{S} = \mathbf{St} \times \mathbf{Tw} + \mathbf{Sf} \times \mathbf{Fw}$$

Where **S** = total score

St = combined technical score

Sf = combined financial score

Tw = weight assigned to technical score i.e. 0.7

Fw = weight assigned to financial score i.e. 0.3

E.3 The bidder with the highest total score (**S**) shall be considered for award of Contract.

E.4 In the event of two or more bids having the same highest Evaluated Bid Score (**S**), the bid scoring the highest marks against Quality Criteria (**St**) will be recommended for award of contract.

E.5 In case two or more bidder have same highest Evaluated Bid Score (**S**) and same combined technical score (**St**), the bidder with highest turnover in preceding year reckoned from the original bid closing date shall be recommended for award of contract.

(F) In the QCBS system, as the evaluation of the price is based on total score (S) i.e Combined score of both Quality & Quoted Prices, purchase preference policies (like Policy for MSE and PP-LC etc.) shall not be applicable.

Sl. No.	Heading	REFERENCE OF CONTRACT/WORK ORDER NO. WITH ORGANISATION NAME TO CONSIDER ELIGIBLE ASSIGNMENT. (DOCUMENTARY EVIDENCE MUST BE SUBMITTED IN SUPPORT OF THE ABOVE)
1	Number of Exhibition Stalls (i.e. Design, fabrication, Installation and maintenance of the exhibition stall covering floor area of minimum 100 Square meters with structure sufficient to withstand both static and dynamic loads) executed by the bidder during the last Seven(07) years from the original date of Technical Bid opening in a Maharatna / Navratna PSU or a PSU/MNC/Private Sector company	

END OF SECTION -III

SECTION- IV

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- 1.1 **'Contract'** means the terms and conditions contained in the document entitled "Engagement of consultancy service for development and implementation of digital roadmap of Oil India Limited" and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 **'Contractor' / 'Consultant'** means the individual or firm or body incorporated performing the work under this contract.
- 1.3 **'Company' means OIL INDIA LIMITED (OIL)** and its executors, successors, administrators and assignees.
- 1.4 The **'Work'** means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here **'Operating Area'** means Operational Area under OIL's Corporate Office, Noida.
- 1.6 **'Services'** means the work specified and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 **'Site'** means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 **'Contract Price'** means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 **'Commencement Date'** means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.10 **'Contractor's personnel'** means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.11 **'Company Representative'** means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

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

- 2.1 **Effective Date:** The contract shall become effective as of the date Company notifies Contractor / Consultant in writing (through Letter of Award) that it

E-TENDER NO. CLI0050L19

has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.

2.2 Mobilisation Time, Date of Commencement of the Contract: Contractor / Consultant must mobilise his / her/ their resources (including personnel) within 07 (seven) days of issue of LOA or Mobilization Notice.

2.2 Duration of Contract: Duration of this Contract will be for a period of 4 weeks from the Date of Commencement of the Contract.

3.0 CONTRACTOR'S PERSONNEL:

3.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

3.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro OIL's Corporate Office at Noida, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

3.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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

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

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

4.4 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of

E-TENDER NO. CLI0050L19

the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.

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

5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

- 6.1 As detailed in **Section-VI** (Scope of Work and Special Terms & Conditions).
- 6.2 No advance payment will be made against this contract.
- 6.3 Payment will be made within 30 days from the date receipt of the undisputed bills of the Contractor. Payments shall also be subject to TDS and other deductions, if any.
- 6.4 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.
- 6.5 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.
- 6.6 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.

7.0 TAXES AND DUTIES:

- 7.1 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.
- 7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 7.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall

E-TENDER NO. CLI0050L19

not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

- 7.4 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.
- 7.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 7.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 7.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 7.8 GST: The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such contractor.

8.0 GOODS AND SERVICES TAX

8.1 GENERAL REMARKS ON TAXES & DUTIES:

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

- 8.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 8.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon

E-TENDER NO. CLI0050L19

the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

- 8.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 8.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 8.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 8.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 8.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 8.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 8.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 8.7.2 The bids will be evaluated based on total price including **GST**.
- 8.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 8.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

E-TENDER NO. CLI0050L19

- 8.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 8.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 8.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 8.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 8.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 8.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 8.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 8.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 8.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

E-TENDER NO. CLI0050L19

8.19 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.

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

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

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

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

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

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

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

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

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

8.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST

E-TENDER NO. CLI0050L19

compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

8.26 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.
- p) GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
 - i) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

8.27 Anti-profiteering clause

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

E-TENDER NO. CLI0050L19

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

9.0 INSURANCE:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards)except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

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

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

E-TENDER NO. CLI0050L19

- 9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

- 10.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 10.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

11.0 SUBSEQUENTLY ENACTED LAWS:

- 11.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 11.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in

E-TENDER NO. CLI0050L19

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

- 11.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 11.4 Notwithstanding the provision contained in clause 11.1 to 11.2 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor /sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 11.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

12.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION / COMPLETION OF WORKS AND SERVICES:

- 12.1 In normal case of works /service contracts, if the delay in mobilization / completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty. Liquidated damages will be reckoned from the stipulated date of mobilization / completion defined in the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.
- 12.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

13.0 WAIVERS AND AMENDMENTS:

E-TENDER NO. CLI0050L19

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

13.2 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.

14.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

14.1 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.

14.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

14.3 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.

14.4 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.

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

E-TENDER NO. CLI0050L19

- 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

15.0NOTICES:

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

<u>Company</u>	<u>Contractor</u>
a) For contractual matters Chief General Manager (C&P) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 Tel: 0120-2419112 E-mail: amlanpaul@oilindia.in	
b) For matters relating to Scope of Work General Manager (PR) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 E-mail: deepsikha@oilindia.in	

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

16.0HEADINGS:

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

17.0ASSIGNMENT AND SUB-LETTING:

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

18.0FORCE MAJEURE:

18.1 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 as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Party) and any other cause, whether of kind

E-TENDER NO. CLI0050L19

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.

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

18.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should both Parties decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

19.0 TERMINATION:

19.1 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 extension, if any, thereof.

19.2 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 Para 18.0.

19.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of this 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 this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

19.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this 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.

19.5 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.

19.6 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

E-TENDER NO. CLI0050L19

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.

19.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 19.1 to 19.6 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 for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

19.9 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.

20.0 APPLICABLE LAW:

20.1 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 New Delhi.

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

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) Goods & Services Tax (GST) Law and the Acts and rules framed thereunder.
- l) Customs & Excise Act & Rules
- m) Environment Protection Act
- n) Public Liability Act
- o) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or

E-TENDER NO. CLI0050L19

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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. 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 subcontractors 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 to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless

E-TENDER NO. CLI0050L19

contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors 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 its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

21.9 LIMITATION OF LIABILITY:

Notwithstanding any other provisions 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 Annualised Contract price(in case contract period is more than one year, otherwise, 50% of total 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.

22.0 CONSEQUENTIAL DAMAGE:

22.1 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 of 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 subcontractors.

23.0 WITH-HOLDING:

23.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor 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-VI.

b) Contractor's indebtedness arising out of execution of this contract.

c) Defective work not remedied by Contractor.

E-TENDER NO. CLI0050L19

- 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 withheld 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, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- j) With-holding will also be effected on account of the following:
 - i. Garnishee order issued by a Court of Law in India.
 - ii. Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv. Any payment due from Contractor in respect of unauthorised imports.

23.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

23.3 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 due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

24.0 MISCELLANEOUS PROVISIONS:

24.1 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.

24.2 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.

E-TENDER NO. CLI0050L19

24.3 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.

24.4 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.

25.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

25.1 Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s) / Contractors who fail to comply with the advice.

26.0 SET OFF:

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

27.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**27.1 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:

a) 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.

b) 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

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.

c) 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.

d) 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.

e) 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.

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

g) 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.

h) 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.

i) 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.

j) The Arbitration shall be held at Noida / Delhi. However, parties to the contract can agree for a different place for the convenience of all concerned.

k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

l) 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.

27.2 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 27.1 & 27.2 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

28.0 CHANGES:

28.1 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.

28.2 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 V). 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

E-TENDER NO. CLI0050L19

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

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 REPATRIATION OF RUPEE COST:

In respect of foreign parties, rupee payments made on the basis of the accepted rupee component of their bid would not be repatriable by them.

31.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

(END OF SECTION-IV)

SECTION – V**SCHEDULE OF RATES**

Sl No	Brief Description	Unit	Quantity (a)	Rate in INR excluding GST (b)	Applicable GST % (c)	Total Amount including GST = {(a) x(b)}+ applicable GST amount
1	Design and erection of stall at 13 th International OIL&GAS Exhibition , Petrotech'2019 as per SOW	Lump sum	01	A1		A2
Total value including GST						A2

Bidder should indicate the GST % along with SAC code.

END OF SECTION- V

SECTION VI

SCOPE OF WORK/TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

This section establishes the scope and schedule for the work to be performed by the contractor and describes references to the specification, instruction, standards and other documents including specification for other materials, tools or equipment which the contractor shall satisfy/adhere to in the performance of the work.

1.0 The 13th International Oil and Gas exhibition, Petrotech 2019 is scheduled from 10-12th Feb 2019 at India Expo Mart, Greater Noida, Delhi NCR, India organized by ONGC under the aegis of the Ministry of Petroleum and Natural Gas, Govt. of India. Oil India Limited as in the past will put up a stall in the International Oil and Gas exhibition. The Petrotech management committee has already allotted a space to OIL at India Expo Mart, Greater Noida, Delhi NCR, India with an area equalling 450 Sqm for the exhibition stall.

2.0 The stall layout shall be vibrant and must depict OIL theme which shall be conveyed to the contractor with the following focus areas. However, bidder / contractor is expected and free to provide additional creative inputs including the punch lines depicting OIL's theme.

Exhibition Stall

- Successful listed company
- Navaratna status
- Integrated Oil & Gas player
- Legacy of OIL
- Exploration of conventional and non-conventional energy
- R&D , innovations
- Shale gas/gas hydrates/ CBM
- Renewable energy
- Large acreage
- Strong reserve base
- Strong financials
- Vertical integration
- Inorganic growth
- Global presence
- Awards and accolades
- Digital India
- Environment friendly
- Swacch Bharat
- CSR initiatives

3.0 SCOPE OF WORK FOR THE EXHIBITION STALL:

Design, fabrication, installation and maintenance of the stall with creativity, theme, concept, design, exclusive features etc. complete in all respects. The details are as below:

- i) Design, fabrication, Installation and maintenance of the exhibition stall covering floor area of **450 Sqm.** with structure sufficient to withstand both static and dynamic loads. Erection of panelled wall and flooring with necessary wood / steel structures and carpeted floor of suitable / approved colour.
- ii) Exposed walls and ceiling to be finished with wallpaper/fabric/paint /POP (Plaster of Paris) but shall not be limited to the material mentioned. Any new generation material used shall have to be approved by OIL with prior intimation.
- iii) Fascia for frontage built up stall.
- iv) One no. business lounge with sofa & centre table having 6-8 seating capacity. Daily floral arrangement on the centre table to be provided.
- v) Designing and installation of blow-ups of different sizes. Display of blow-ups (backlit or front lit) with spotlights. Panels will be designed & fabricated by the contractor. The design of the blow-ups shall be approved by OIL.
- vi) To highlight backdrop as per approved design with vibrant illumination.
- vii) Illuminated 3D Logos of OIL & OILs petrotech theme to suit the stall design and fixed at appropriate places.
- viii) 02 Nos. Book racks/ Magazine racks for display and holding brochures/leaflets.
- ix) Glass fishbowl for dropping of business cards.
- x) Visitors' book on elegant stand.
- xi) Laptop - 02 Nos in good condition with internet facilities.
- xii) 02 nos. Hi-Resolution LED TV of size min 72 inch for display of running slides to suit contractor's stall design.(one inside meeting/VIP lounge and other outside as vertical TV)
- xiii) Suitable indoor PA system with sufficient numbers of speakers with cordless microphones (3 Nos.) to cover 450 Sq m area for announcement and entertainment.
- xiv) Energy efficient Spot lights (preferably LED) on panels and displays.
- xv) Carpet/vinyl of suitable colour on floor.
- xvi) One (01) No. store room cum rest room with lock facility.
- xvii) Furniture with sitting arrangement in stall area suitably arranged as per the stall design. Furniture for stowage in store room to be provided.

xviii) Daily floral arrangement on tables. Deodorizers / perfumes to be sprayed daily in the whole exhibition area. Flower bouquets of at least 5 Nos should be provided daily for welcoming VVIPs and VIPs.

xix) Four (04) nos of hostesses (energetic, efficient with charming personalities) in appropriate dress code to be arranged by vendor / contractor.

xx) Arrangement for Tea/Coffee Machine with a tea boy in decent attire (appx. Daily requirement for 250 persons). Packaged drinking water facility to be provided (Appx. Nos of water bottle in 250 ml size is 250 nos per day). Sufficient nos. of disposable paper cups for serving tea/coffee. Good Quality Cutlery sets for serving tea and snacks to VVIPs of around 90 nos (30 nos per day for 3 days) during the exhibition to be arranged by the vendor. Food for the Tea Boy during the exhibition to be arranged by Vendor. Trash bin to be provided with Swachh Bharat logo displayed.

xxi) 01 no. LED Wall of size 8 feet x 12 feet to be provided for display of OIL Movie.

xxii) 01 no. Professional Photographer & Videographer to be provided everyday to take still photos & video during the exhibition period.

xxiii) Show stoppers, live shows, on the spot artist or artisans for attracting crowd to be provided. Live shows may include singers / dance troupe / musicians playing piano/violin / magician etc. Dress code of troupe will be approved by OIL. Troupe depicting culture of North East India may be incorporated. Laser shows during the event to be provided.

xxiv) Disposable paper bags of 3000 Nos. of suitable size to accommodate A4 size brochure and giveaways with OIL logo printed for giving away mementos/brochures/giveaways.

xxv) Adequate number of decorative flower pots with natural flowers/plants for display in stall area to be provided.

xxvi) 02 Nos. of cleaners to be provided daily with proper attire for cleaning stall area during the entire exhibition period.

xxvii) Necessary minimum requirement of Fire extinguishers of suitable class & capacity to be provided considering the stall size & items.

xxviii) Necessary electrical safety measures like installation of MCB, Earth Leakage Detection and Protection device shall be provided. All power handling cables should be BIS approved of Finolex/HPL or of any reputed make with suitable rating.

xxix) General maintenance crew consisting of 01 no. each of electrician, carpenter, technician for IT support etc., should be available as back up during the exhibition period. Sufficient security arrangements shall be made by the vendor at the exhibition site.

E-TENDER NO. CLI0050L19

xxx) Eco-friendly material/paints having low carbon foot print to be used in construction.

xxxi) The vendor will have to remove all the materials/ debris from the exhibition site within 24 hours after the exhibition is over at their own cost. They will have to transport the materials which are reusable and considered worth retaining by OIL to any designated place (OIL's Corporate Office at Plot No. 19, Sector 16A, Noida **OR** OIL's Office at 5th & 6th Floors of NBCC Centre, Okhla, Phase-I, New Delhi) after the exhibition is over.

xxxii) The scope of work shall not be limited to the above. Any creative/ innovative ideas by the bidder /contractor will be encouraged.

xxxiii) All expenses, including but not limited to daily transportation to / from the exhibition stall & food arrangements of the contractor's personnel shall have to be arranged by the contractor on their own expense.

xxxiv) Quiz, Games, etc: Arrangement of quiz, games or any other activities through a professional anchor including interface-planning and execution. Prizes of 300 nos. amounting around Rs. 200 per gift to be arranged for the participants/winners. The modalities, professional anchor and prizes will be finalized in consultation with OIL.

4.0 The bidder/agency will have to complete the installation jobs including fabrication & erection for the exhibition stall by **06:00PM of 09th of Feb 2019**. The agency will liaise with Petrotech authorities for identification of the area allotted to Oil India Limited as well as getting necessary permissions which are required for erecting the stall, like electricity etc.

5.0 Electricity Charges: Electricity requirement at the stall during the period of exhibition will be arranged & paid for by the Contractor.

6.0 Entry of contractor's personnel, material and any other goods: Contractor has to make all arrangements including security clearance, passes etc for the movement in and out of the venue and obtain all necessary permissions. OIL will facilitate to the extent possible in this regard. However, the primary responsibility will be with the contractor.

7.0 Exhibition Timings: The tentative timings are as follows. However, the final timing will be conveyed nearer the time.

10-02-2019: 8 AM to 6 PM

11-02-2019: 8 AM to 6 PM

12-02-2019: 8 AM to 6 PM

8.0 No additional payment would be made for the entire scope of work / deliverables including loading & unloading, assembling & dismantling, transportation charges and any other charge that vendor may incur.

(END OF SECTION - VI)

PROFORMA- I

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 Tender No. CLI0050L19 for design and erection of Exhibition Stall for Petrotech'2019. 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.

E-TENDER NO. CLI0050L19

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 he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 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.

E-TENDER NO. CLI0050L19

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

E-TENDER NO. CLI0050L19

(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.

E-TENDER NO. CLI0050L19

(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.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. Noida
Date . 13.12.2018

END OF PROFORMA- I

BID FORM

To
M/s. Oil India Limited,
Plot No. 19, Sector-16 A, NOIDA

Sub: TENDER No. CLI0050L19

Gentlemen,

Having examined the General Terms & Conditions, Special Conditions of Contract, Scope of Work & Other Conditions of Contract and Schedule of Rates including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **“NOT TO BE QUOTED HERE WHILE SUBMITTING ALONG WITH UN-PRICED TECHNO-COMMERCIAL (TECHNICAL) BID”** (*Total Bid Amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

We agree to abide by this Bid for a period **of 90 days** from the original date fixed for Technical 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 _____ 2019.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

(END OF PROFORMA II)

PROFORMA - III

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF
AUTHENTIC INFORMATION/DOCUMENTS**

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CLG****L19 Dated **.**,2018

To,
The CGM (C&P)
Oil India Limited
Plot No. 19, Sector-16 A Noida

Sir,

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

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

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

Yours faithfully,

For (*type name of the firm here*)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

(END OF PROFORMA III)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :
Signature

(END OF PROFORMA IV)

STATEMENT OF NON-COMPLIANCE (IF ANY)
(TO CLAUSES OTHER THAN THOSE IN BEC-BRC)

(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 other than BEC-BRC in the following format:

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

Signature of Authorised Signatory: _____

Name of Authorised Signatory: _____

Name of 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, other than those in BEC-BRC, the same should be indicated as per above format and submit along with their bids. No deviation will be accepted in the clauses covered under BEC-BRC. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the Tender requirements.

(END OF PROFORMA V)

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
Chief General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16 A,
Noida, U.P.

Sir,

Sub: OIL's TENDER No. CLI0050L19

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **CLI0050L19** for **hiring of Service Contractor for design & installation of Stall for Petrotech'2019 at Greater Noida.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date:

(END OF PROFORMA VI)

PROFORMA LETTER OF AUTHORITY

To
Chief General Manager (C&P)
OIL INDIA LIMITED
Plot No. 19, Sector-16 A,
Noida, U.P.

Dear Sir,

SUB: OIL TENDER No. CLI0050L19

We _____ of _____
Confirm _____ that Mr./Ms.

(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. **CLI0050L19** for **hiring of Service Contractor for design & installation of Stall for Petrotech'2019 at Greater Noida** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

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

(END OF PROFORMA VII)

PROFORMA-VIII

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

(END OF PROFORMA VIII)

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:

M/s. OIL INDIA LIMITED,

C&P DEPARTMENT,

PLOT NO. 19, SECTOR-16A, NOIDA-201 301, UTTAR PRADESH

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Noida, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the
said Bank this ____ day of _____ 20__

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

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 _____

Name of Bank & Address _____

Witness _____

(Signature, Name and Address)

E-TENDER NO. CLI0050L19

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Validity of Bank Guarantee should be as specified in the tender document.

(END OF PROFORMA IX)

SAMPLE FORM OF AGREEMENT

THIS AGGREGEMENT is made on the day of 2019, between (Name of Company) _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) _____ and has, by Letter of Award dated (Date of Letter of Acceptance) _____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) This form of Agreement,
 - b) The Letter of Award,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications, if any
 - e) Confidentiality and Non-Disclosure Agreement
 - f) Schedule of Rates,
 - g) Scope of Work and Special Conditions of Contract and
 - h) General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name _____

On behalf of the Contractor
in the presence of:

(END OF PROFORMA X)

ANNEXURE - I**COMMERCIAL CHECK LIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) Sent separately? If YES, provide details	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
3.0	Whether quoted offer validity of 90 (Ninety) days from the original date of closing of tender?	Yes/ No
4.0	Whether all BRC/BEC clauses accepted?	Yes/ No
5.0	Whether prices submitted as per Bidding format?	Yes/ No
5.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
6.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
7.1	Whether Integrity Pact accepted?	Yes/ No
7.2	Whether Integrity Pact uploaded along with Un-priced Techno-Commercial Bid?	
8.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
8.1	Whether quoted any deviation?	Yes/ No
8.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

(END OF ANNEXURE - I)

ANNEXURE - II

**ILLUSTRATION OF INTER-SE RANKING OF THE QUALIFIED
BIDS**
(EXAMPLE FOR UNDERSTANDING TO THE BIDDERS ONLY)

	Bidder 1	Bidder 3	Bidder 3
Bidder's Technical Score [Para-5.0 (A.3) of Section-III]	82/100	89/100	92/100
Bidder's Percentile Technical Score ($St = 70 \times Tb / T1$)	$70 \times 82/92 = 62.39$	$70 \times 89/92 = 67.72$	$70 \times 92/92 = 70.00$
Financial Proposal (Bidder's quoted price)	55,00,000	47,00,000	50,00,000
Bidder's Financial Score ($Sf = 30 \times L1 / Lb$)	$30 \times 47/55 = 25.64$	$30 \times 47/47 = 30.00$	$30 \times 47/50 = 28.20$
Total Score $S = (St + Sf)$	86.93	97.72	98.20
Bid Rank	3rd	2nd	1st

T1 = Highest Technical score
Tb = Bidder's Technical score
L1 = Lowest Financial Score
Lb = Bidder's Financial Score

(END OF ANNEXURE-II)

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

E-TENDER NO. CLI0050L19

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

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

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

**(END OF ANNEXURE-III)
END OF TENDER DOCUMENT**

ENQUIRY HAS BEEN ADDRESSED TO THE FOLLOWING PARTIES:

SRL. NO.	Name of the Parties
1	M/s. NATIONAL ADVERTISING AGENCY
2	M/s. TRIVENI ARTS
3	M/s. A B SYSTEMS PVT LTD
4	M/s. EXCLUSIVE ADVERTISING PRIVATE LIMITED
5	M/s. SANKET COMMUNICATIONS PVT.LTD.
6	M/s. 6TH P MARKETING
7	M/s. SEVENTY SEVEN ENTERTAINMENT PVT LTD
8	M/s. JAGRAN SOLUTIONS
9	M/s. NOVATRIX DESIGNS PVT. LTD.
10	M/s. EXPRESSION AD AGENCY PVT. LTD.
11	M/s. PAVILIONS AND INTERIORS INDIA PVT LTD
12	M/s. BISWAJIT CHANDA