



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

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OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

Tender No.	CLI5533L18 Dated 22.08.2017
Description of Work / Service	RENOVATION / REFURBISHMENT OF FLAT NO. 90, OIL RESIDENTIAL COLONY AT SECTOR 15A, NOIDA.
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Bid Closing / Opening Date & Time	01.09.2017 (14:00 HRS / 15:00 HRS : Server Time)
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Bid Security (EMD)	<p>Rs. 48,000.00</p> <p>The Bid Security should be in the form of BANK GUARANTEE (as per format provided and valid for minimum 150 days from the date of Technical bid opening) favouring OIL INDIA LIMITED, payable at NOIDA / DELHI for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E- procurement portal through the online payment gateway. NO OTHER MODE OF PAYMENT TOWARDS BID SECURITY WILL BE ACCEPTABLE.</p> <p>Notes:</p> <p>a. In case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of 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.</p> <p>b. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) may also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>
Amount of Performance Security	10% of contract value

2.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

2.1 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

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:

E-TENDER NO. CLI5533L18

<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. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidders are advised to go through "[User Manuals](#)" provided in OIL's E-Tender portal for bid submission procedure.

DATE: 22.08.2017

(Ujjwal Jyoti Gogoi)
MANAGER (MATERIALS)
For GENERAL MANAGER (C&P)
For CHAIRMAN & MANAGING DIRECTOR

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FORWARDING LETTER

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM ON LIMITED TENDER BASIS** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

RENOVATION / REFURBISHMENT OF FLAT NO. 90, OIL RESIDENTIAL COLONY AT SECTOR 15A, NOIDA.

CONTRACT PERIOD: 8 (eight) weeks from the Date of Commencement of the Contract.

BID SECURITY: Rs. 48,000.00 (Rupees Forty Eight Thousand only)

BID CLOSING/ OPENING DATE & TIME: **01.09.2017 (14:00 HRS/15:00 HRS)**

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) should reach the office of 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) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 10% of contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, 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:

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

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Bank Guarantee (as per format provided and valid for minimum 150 days from the date of opening of Technical Bid)** 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 (except from those exempted) in the manner specified above will be summarily rejected.**

3.0 **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 GM (C&P) in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted per unit as specified in the "BIDDING FORMAT" attached under "Notes and Attachments" tab.**

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 shall be verified through authorized CA 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.

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

6.0 (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.

7.0 The Bid must be valid for 120 (One Hundred Twenty) days from the date of Technical bid opening.

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

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

10.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

10.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

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 The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 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.

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

15.0 **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 debarred for a period of 2(two) years from the date of withdrawal of bid.

16.0 **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 debarred for 2 (two) years from the date of default.

17.0 **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

18.0 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 Terms and Conditions: SECTION-IV

Scope of Work: SECTION-V

Commercial Check list: SECTION – VI

Bidding Format: SECTION – VII (Attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal)

Annexures & Proformas

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 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)**

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

b) **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) must be received at OIL’s GM (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 “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 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

(END OF SECTION-I)

INSTRUCTION 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 Terms and Conditions: **SECTION-IV**
- e) Scope of Work: **SECTION-V**
- f) Commercial check list: **SECTION - VI**
- g) Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-VII**
- h) Annexures & Proformas

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 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 equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC (if any).
- (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.**

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

(B) PRICED BID:

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. 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.

Offer should be inclusive of any Tax, Duty, etc., as applicable. 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.

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 120 (One Hundred Twenty) days from the date of opening of the tender.

6.2 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.

7.0 FORMAT AND SIGNING OF BID:

7.1 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.

8.0 SUBMISSION OF BIDS:

8.1 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 it’s proper usage by their employees.

8.2 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.

8.3 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.

8.4 Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

8.6 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.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

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

9.2 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.

9.3 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.

10.0 LATE BIDS:

10.1 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.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 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.

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

11.3 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.

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 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.

13.0 BID OPENING AND EVALUATION:

13.1 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.

13.2 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).

13.3 Bids which have been withdrawn pursuant to Clause 11.1 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.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

13.5 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.

13.6 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.

13.7 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.

13.8 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.

14.0 EVALUATION AND COMPARISON OF BIDS:

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

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

14.3 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.

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

15.0 CONTACTING THE COMPANY:

15.1 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 13.5.

15.2 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.

16.0 AWARD CRITERIA:

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

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

17.1 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.

18.0 NOTIFICATION OF AWARD:

18.1 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.

19.0 SIGNING OF CONTRACT:

19.1 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)".

19.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "NOIDA / DELHI" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement within 30 (thirty) days of issue of Letter of Award (LOA) based on the instant tender on the OIL Standard forms of agreement.

19.3 This Performance Security must be valid for 90 days beyond contract period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor after 90 days beyond contract period, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 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.

20.0 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-II)

BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**1.0 BID EVALUATION CRITERIA:**

1.1 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.

1.2 The bidders who submit their bid within the stipulated Bid closing date and time will be invited for presenting their technical-bid within one week in OIL's office at Noida with the following:

- a) Presentation on the concept.
- b) Technical bid with details of the layout plan, preferably with a 3D digital presentation of their proposed renovation showing highlights of the concept.

1.3 Technical Bids presented by the bidders will be evaluated by a team of OIL personnel for the criterion like design layout, concept, material used etc. (based on parameters as detailed in **Annexure-II**). The team would rate all the presentations as per evaluation sheet given in **Annexure-II** and the bids securing the **minimum qualifying scores of 75%** will be considered as the technically acceptable bids and price bids of these qualifying bidders only will be opened. Thereafter the Contract will be awarded to the techno-commercially lowest bidder. 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.

1.4 Bidders are required to quote for all the items as per Bidding Format, otherwise the offer of the bidder will be straightway rejected.

1.5 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. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

1.6 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 for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.

1.7 Purchase Preferences allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

2.0 BID REJECTION CRITERIA (BRC):

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 Techno Commercial Un-priced 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 150 days from the 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/ Telex/Cable/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 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.

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

2.9 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.

2.10 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) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.11 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.

2.12 Bid received with validity of offer less than 120 (one hundred twenty) days from the 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 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 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.

(END OF SECTION-III)

GENERAL TERMS AND CONDITIONS**1.0 DEFINITIONS:**

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled "Renovation / refurbishment of Flat No. 90, OIL residential colony at Sector 15A, Noida" 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' 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 The contract shall become effective as of the date Company notifies Contractor / Consultant in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 Mobilisation of men & materials against the contract has to be completed within 10 (ten) days from the date of issue of LOA. The date of completion of mobilization or 10 (ten) days from the date of issue of LOA, whichever is earlier, will be the Date of Commencement of the Contract.
- 2.3 Duration of this Contract will be for a period of 8 (eight) weeks from the Date of Commencement of the Contract.

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

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 Services.
- 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 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 defined in Section-V.
- 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.

7.0 TAXES AND DUTIES:

- 7.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account and the Company shall not assume any responsibility on this account.
- 7.2 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 7.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.
- 7.4 Goods & Services Tax (GST): Contract price will be inclusive of GST as applicable. GST as applicable will be borne by OIL. However, Bidder to indicate the GST component with SAC code separately as mentioned in the price schedule.
- 7.5 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 7.6 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 7.7 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 7.8 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 7.9 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

8.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

- 8.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 8.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 8.3 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.

9.0 SUBSEQUENTLY ENACTED LAWS:

- 9.1 In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.
- 9.2 The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

10.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF WORKS AND SERVICES:

- 10.1 In normal case of works /service contracts, if the delay in 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 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.
- 10.2 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.

11.0 WAIVERS AND AMENDMENTS:

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

12.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 12.1 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.
- 12.2 Contractor shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract.
- 12.3 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. All information obtained by Contractor in the conduct of operations and the information provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

13.0 NOTICES:

13.1 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 General Manager (C&P) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 Tel: 0120-2419112 E-mail: mobarak@oilindia.in	
b) For matters relating to Scope of Work Deputy General Manager (Civil) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 E-mail: dweepgogoi@oilindia.in	

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

14.0 HEADINGS:

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

15.0 ASSIGNMENT AND SUB-LETTING:

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

16.0 FORCE MAJEURE:

16.1 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 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.

16.2 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.

16.3 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.

17.0 TERMINATION:**17.1 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.

17.2 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 16.0.

17.3 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.

17.4 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.

17.5 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.

17.6 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 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.

17.7 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 17.1 to 17.6 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.

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

17.9 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.

18.0 APPLICABLE LAW:

18.1 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.

18.2 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) Environment Protection Act
- m) Public Liability Act
- n) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

19.0 LIABILITY:

- 19.1 Except as otherwise expressly provided, neither Company 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 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.

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

19.7 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.

19.8 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.

19.9 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 100% of the 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.

20.0 CONSEQUENTIAL DAMAGE:

20.1 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 sub-contractors.

21.0 WITH-HOLDING:

21.1 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-V & VI.
- b) Contractor's indebtedness arising out of execution of this contract.
- c) Defective work not remedied by Contractor.

- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) Damage to another Contractor of Company.
 - h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
 - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, 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.
- 21.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.
- 21.3 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.

22.0 MISCELLANEOUS PROVISIONS:

- 22.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 22.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of 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, regulations or bye-law.

23.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

- 23.1 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.

24.0 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).

25.0 ARBITRATION:**25.1 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
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 pendente-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.

25.2 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 25.1 & 25.2 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

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

(END OF SECTION-IV)

SCOPE OF WORK & OTHER CONDITIONS OF CONTRACT**1.0 SCOPE OF WORK:**

The scope of work shall include but not limited to items mentioned in SOR and as per the instruction and direction of EIC based on the job & site requirement. Broadly, the detail scope of work is as under:

- A. Canteen Area
 - a. Min 16 seater sofa: Sofa to have standard upholstery with PU high gloss finish and must provide comfortable seating with minimum utilisation of existing space constraints within the canteen area and to merge well with the overall ambience.
 - b. Centre table and side tables: Wooden tables of standard quality with PU high gloss finish with minimum utilisation of existing space constraints within the canteen area and to merge well with the overall ambience.
 - c. Door: Veneered of standard quality with PU high gloss finish
 - d. Panelling: Wooden of standard quality
 - e. Paint work: Royal and velvet finish
 - f. Wall paper work: Imported customised wall paper
 - g. Canteen counter: Translucent Backlit counter top stone design
 - h. Canteen Flooring: Laminated wooden flooring
 - i. Audio system: Standard quality with provision for 6 speakers, FM, USB, Bluetooth.
- B. Lounge Area
 - a. Min 16 seater sofa: Sofa to have standard upholstery with PU high gloss finish and must provide comfortable seating with minimum utilisation of existing space constraints within the lounge area and to merge well with the overall ambience.
 - b. Centre table and side tables: Wooden tables of standard quality with PU high gloss finish with minimum utilisation of existing space constraints within the lounge area and to merge well with the overall ambience.
 - c. Door/ shutters: Wooden work of standard quality with PU high gloss finish
 - d. Panelling: Wooden of standard quality with PU high gloss finish
 - e. Paint work: Royal and velvet finish
 - f. Wall paper work: Imported customised wall paper
 - g. Curtains: Imported fabric velvet
- C. Entrance Area
 - a. Min 8 seater sofa: Sofa to have standard upholstery with PU high gloss finish and must provide comfortable seating
 - b. Side tables: Wooden tables of standard quality with PU high gloss finish

- c. Door/ shutters: Wooden work of standard quality with PU high gloss finish
 - d. Panelling: Wooden of standard quality with PU high gloss finish
 - e. Paint work: Royal and velvet finish
 - f. Wall paper work: Imported customised wall paper
 - g. Curtains: Imported fabric velvet
 - h. Display boards: Wooden of standard quality with PU high gloss finish
- D. General Flooring: All flooring, except bar area, of standard vitrified tiles.
- E. Washrooms: Glazed Tiles, Jaguar or equivalent CP fittings, Wash basin slab.

2.0 SPECIAL CONDITIONS:

1. Contractor may carry out a part or whole of the provision or he may have to carry out additional job as desired by site engineer if required.
2. Contractor will have to engage an experienced site supervisor to supervise the jobs, who shall report site engineer every day for taking instruction as well as necessary updates of the job.
3. Contractor will have to get the materials approved by site engineer before being utilized for work.
4. Safety - All safety measures are to be taken by the contractor during execution of the work.
5. Contractor has to complete the work within the given period of completion.
6. Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
7. The quantities of items mentioned anywhere in bid are only indicative/ estimated and may be vary (Plus or Minus) in any extent during execution of jobs as per actual site condition. OIL reserves the right to increase/ decrease the quantum of work by plus or minus 20% of any individual item or 10% of total contract value at the same rates and terms & conditions of the contract.
8. **PAYMENT TERMS:**
 - i) The contractor shall submit his bills along with joint measurements in respect of completed jobs only with items recorded serially in the standard measurement sheets. The contractor shall inform the EIC or his representative well in advance for recording the joint measurement.
 - ii) However, the mode of measurements will be as in technical/standard specifications. If not available in technical/standard specifications, then the CPWD specification/IS codes/standard engineer practice for measurements of work shall be followed.
 - iii) On account payment shall be made, not oftener than monthly and not less than Rs.5.00 lakh per bill. Final payment shall be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviation and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

9. SITE CLEANING: The contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view. Working site should be always kept clean up to the entire satisfaction of EIC. Before handing over any work to owner the contractor in addition to other formalities to be observed as detailed in document shall clear the site to the entire satisfaction of EIC. In case the contractor fails to clean the site, OIL shall have the right to clear the same at the cost of the contractor including 20% supervision charges of OIL.

10. ADHERENCE TO SAFETY REGULATIONS: The contractor shall ensure that all safety instructions/regulations required to be observed at all times during the execution of the job are followed by his supervisors and workers. The contractor has to arrange safety shoes for all workers and cotton apron for ladies worker. It will be the duty of contractor or his supervisor to ensure that all workers deployed by them are following safety rules.

11. NUISANCE: The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants of their properties near the site and to the public generally.

12. ADHERENCE TO TECHNICAL SPECIFICATIONS:

- a) The work shall be carried out as per standard specifications and as directed by Engineer in Charge.
- b) It will be assumed that specifications/ nomenclature of item have been fully read and understood by the tendered irrespective of the fact whether they have so or not and no claim on this shall be entertained at a later date.
- c) In absence of detail technical specification, the job will be executed as per direction of EIC, however contractor has to inform in advance for starting the particular job.

13. CARE OF WORK: From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works and in case of damages, loss or injury, the total responsibility will lie upon the contractor.

14. EXTRA ITEMS: If any job required carrying out for completing the whole work but the item is not available in SOR then that will be treated as Extra Item. Extra items of work shall not vitiate the contract.

The contractor shall be bound to execute extra items of work as directed by the Engineer-in-Charge. The rate for extra item/substituted item of work, ordered to be operated/ executed shall be derived as under:

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.
- b) If the rate of item does not appear in the SOR, the rate shall be taken directly from similar item available in CPWD -Delhi Schedule of Rate 2016.
- c) The rate for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rate of material and labor + 15% towards contractor's overhead and profit. The opinion of EIC as to the current market rates for material and the quantum of labor and material involved per unit shall be final and binding to the contractor.

The contractor shall submit voucher/ quotations in proof of rates paid/ likely to be paid for material and labor.

It is the duty of contractor to inform EIC in advance before executing the extra item and contractor will not stop the work on plea of finalization of rate against extra item. Payment of extra item will be released along with the Final bill only.

15. CONTRACTOR'S STORE: The contractor shall make temporary store (if required) at the appropriate location as shown by EIC at his own cost at his own cost and the same will be dismantled after completion of work.

(END OF SECTION-V)

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 exempted from submission of Bid Bond? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, 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 :	
4.0	Whether quoted offer validity of 120 (One Hundred Twenty) days from the date of closing of tender?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
9.0	Whether agreed to submit Performance Security / Security Deposit within 2 weeks of the issue of Letter of Award/order?	Yes/ No
10.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
10.1	Whether quoted any deviation?	Yes/ No
10.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

(END OF SECTION-VI)

BIDDING FORMAT (PRICE BID)

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
10	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead area 3 sq. metres and below	EACH	8.00		
20	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead area beyond 3 sq. metres	EACH	2.00		
30	Providing and laying Vitrified tiles in different sizes conforming to IS: 15622, of approved brand & manufacturer, in all colours and shade, in skirting, riser of steps, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints	SQUARE METER	82.00		
40	Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg)	SQUARE METER	110.00		
50	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length 2nd class teakwood	CUBIC METER	0.60		
60	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type	SQUARE METER	13.90		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
70	Extra for providing lipping with 2nd class teak wood battens 25 mm minimum depth on all edges of flush door shutters (over all area of door shutter to be measured).	SQUARE METER	13.90		
80	Providing and fixing glazed shutters for doors, windows and clerestory windows using 4 mm thick float glass panes, including ISI marked M.S.pressed butt hinges bright finished of required size with necessary screws	SQUARE METER	11.30		
90	Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge (Door handle, lock and stopper etc.to be paid separately).	SQUARE METER	7.30		
100	Providing and fixing machine cut, mirror/ eggshell polished , italian Marble stone work for wall lining (veneer work) including dado, skirting, risers of steps etc., in required design and pattern wherever required, stones of different finished surface texture including rubbing, polishing etc. all complete as per Architectural drawings, and as directed by the Engineer-in-Charge.	SQUARE METER	5.56		
110	Providing edge moulding to 18 mm thick marble stone counters, Vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge	SQUARE METER	9.50		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
120	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	SQUARE METER	65.00		
130	Providing and laying rectified Glazed Ceramic floor tiles of size 300x300 mm or more (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, except White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick Cement	SQUARE METER	11.50		
140	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing 20 mm dia	METER	58.10		
150	Cutting holes up to 30x30 cm in walls including making good the same:	EACH	10.00		
160	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm 12.5 mm thick tapered edge gypsum moisture resistant board	SQUARE METER	12.00		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
170	Brick work with common burnt clay modular bricks of class designation 7.5 in foundation and plinth in:	CUBIC METER	0.60		
180	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per directions of Engineer-In-Charge.	SQUARE METER	55.00		
190	Providing and fixing wash basin with C.I. brackets of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required	EACH	2.00		
200	Providing and fixing white vitreous china pedestal for wash basin completely recessed at the back for the reception of pipes and fittings	EACH	2.00		
210	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	SQUARE METER	210.90		
220	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface	SQUARE METER	210.85		
230	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer	SQUARE METER	210.85		
240	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade	SQUARE METER	210.85		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
250	French spirit polishing :Two or more coats on new works	SQUARE METER	55.00		
260	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead	SQUARE METER	77.00		
270	Providing & Fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6mm thick hard board backing:Rectangular shape 1500x450mm.	EACH	2.00		
280	Providing and fixing china Water closet with 'P' or 'S' trap, matching colour plastic seat (heavy quality) and dual flushing cistern with internal fittings etc. cuttings holes in walls, floors and making good. All complete as per drawing, approval and instructions of the EIC - White colour (Ref Hindware Rubbic Cat No.92063)	EACH	2.00		
290	Dismantling existing toilets complete till the bare slab including dismantling the fittings like GI pipes etc., tiles, counters including the disposal of malba all complete as directed by Engineer-in-Charge.	SQUARE METER	9.87		
300	Providing and fixing Wall Paper of approved make with adhesive complete as directed by EIC.	SQUARE METER	95.12		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
310	Providing and fixing cabinet, 400 mm deep, height and length as per site requirement made of 19 mm thick commercial board (Duro/Century/Donear or equivalent), with open able shutter, all shelving shall be loose and adjustable. Back shall be 12 mm thick. All exposed sides, shutter, and bottom side of cabinet & inside the cabinet finished with 1.00 mm thick laminate of greenlam or equivalent approved class.	SQUARE METER	8.70		
320	Providing and fixing under counter 600 mm deep, height and length as per site requirement, made of 19 mm thick board, back shall be 12 mm thick BWP ply. Openable shutter shall be provided in front of counter, all exposed sides and shutter of cabinet & inside the cabinet finished with 1 mm thick laminate of greenlam or equivalent i/c MP Godrej lock, Telescopic channel,brass/SS handles 100 mm, hinges, magnetic chatcher of approved quality.All edges of board shall be sealed with wooden leaping of 6 mm x 20 mm as directed by EIC.(payment shall be made as per front area of counter)	SQUARE METER	2.85		
330	Providing & fixing 12 mm thick MDF board ASIS or equailant make with nails, adhesive etc including making grooves etc.	SQUARE METER	105.15		
340	Providing & fixing 3.5mm thick Natural Decorative Veneer Ply - White ash / steam beach. or equivalent to curved / straight partition / paneling of group match and of following origin, making grooves, All as per drawing, approval and instruction of EIC.	SQUARE METER	90.38		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
350	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead,for all leads including all lifts involved.	SQUARE METER	40.00		
360	Providing and fixing wall panelling with matching 1.0 mm thick Laminate (Greenlam or equivalent) on one sides and frame work of hard wood (Kailwood) 48x38 mm @ 60 cm c/c bothway and 12 mm thick commercial ply (Duro/Century/Donear or equivalent) -	SQUARE METER	52.58		
370	Providing & fixing white vitreous china water less urinal of size 600 x330 x 315 mm having antibacterial /germs free ceramic surface,fixed with cartridge having debris catcher and hygiene seal.	EACH	1.00		
380	Providing fixing and making operational CP brass Angle Valve Jaquar make	EACH	8.00		
390	Providing fixing and making operational CP brass bib Cock Jaquar make	EACH	2.00		
400	Providing fixing and making operational CP brass Long Body bib Cock Jaquar make	EACH	2.00		
410	Providing fixing and making operational CP brass two way bib cock Jaquar make	EACH	2.00		
420	Providing fixing and making operational CP brass Central Hole Basin Mixer without Popup Jaquar make	EACH	2.00		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
430	Providing fixing and making operational CP brass Sink Mixer with Raised 'J' Shaped Swinging Spout Jaquar make	EACH	2.00		
440	Providing fixing Single Towel Ring Square Jaquar make	EACH	2.00		
450	Providing fixing Soap Dish Holder Jaquar make	EACH	2.00		
460	Providing fixing Soap Dispenser with Metallic Bottle Jaquar make	EACH	2.00		
470	Providing fixing Tumbler Holder Jaquar make	EACH	2.00		
480	Providing fixing Double Coat Hook Jaquar make	EACH	2.00		
490	Providing fixing Towel Rack 600mm Long with Lower Hangers cat no 1181Jaquar make	EACH	2.00		
500	Providing fixing Waste Coupling 32mm Size Half Thread Jaquar make	EACH	2.00		
510	Providing fixing Wall Bracket Swivel hook for Telephone Showers Jaquar make	EACH	2.00		
520	Providing fixing Handshower (Health Faucet) with 1meter Flexible Tube with Wall Hook Jaquar make	EACH	2.00		
530	Providing fixing Bottle Trap (with internal partition) 32mm Size Jaquar make	EACH	2.00		
540	Providing and fixing CP cockroach trap heavy duty of approved make	EACH	4.00		
550	Providing fixing Copper pipe in geyser of approved as directed including nuts & bolts	EACH	10.00		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
560	Providing and fixing tissue dispenser complete including cutting and making good the walls wherever required. AVRO make or approved equivalent make)	EACH	2.00		
570	Providing and fixing heavy duty double action floor spring with SS cover plate (beveled edges) of OZONE or equivalent make and accessories complete. Cost includes cutting and making good the floors. All complete as per approval and instructions of the EIC	EACH	1.00		
580	Fixing Geyser on wall face with bolts of size 4"X3/8" and nuts in cc 1:2:4 (1 cement : 2 coarse sand : 4 graded stone agg. 20 mm nominal size) cost of bolts and nuts include in the rate.)	EACH	2.00		
590	Providing & Fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS 13983 with C.I. brackets and stainless steel plug 40mm including painting of fittings and brackets, cutting and making good the walls wherever required:Kitchen sink with drain board :510x1040mm bowl depth 250mm.	EACH	1.00		
600	Dismantling existing false ceiling including all Air condition ducting, insulation, hangers frame work etc.	SQUARE METER	12.00		
610	Dismantling existing paneling / double skin partition /glass portion etc as directed by the EIC.	SQUARE METER	35.20		
620	Dismantling the existing cupboard/ under counter including block board/ply etc all complete including disposal of malba.	SQUARE METER	8.31		
630	Extra for colour etching of glass including transpotaion etc complete as directed by Engineer-in-charge	SQUARE METER	7.56		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
640	Extra for Acid wash of glass including transpotaion etc complete as directed by Engineer-in-charge	SQUARE METER	7.56		
650	Providing and fixing A set of Mortice latch with lock, cylinder, handles and rose. Mortise latch and lock ML100SS with a pair of handles NKORSS and half cylinder CL200 HALF complete with a set of 3 Keys. (Latch in spirit polished brass and handle in stainless steel).	EACH	8.00		
660	Providing and fixing Godrej T83H Door Closer (CE certified) (40 - 100Kg Chain type door closer with necessary screws etc. complete. All complete as per approval and instructions of the Engineer – in - charge.	EACH	5.00		
670	Providing and fixing translucent Backlit stone counter. All complete as per approval and instructions of the Engineer – in - charge.	SQUARE METER	5.56		
680	Providing and fixing wooden hanging column approximatly high 6 feet 4" width with PU polish and LED Light Complete as directed by EIC	EACH	25.00		
690	Providing and fixing vanity washbasin of approved colour, design and make including Korean stone top as per instruction of EIC	JOB	1.00		
700	Supply of Sofa with Superior class fabric and 3M foam including PU polish in high gloss finish for Bar Area (Sitting arrangement for 16 people)	EACH	32.00		
710	Supply of central table made of 1st class CP teakwood with high gloss polyurethane polishing complete for waiting and Bar Area	EACH	3.00		
720	Supply of side table made of 1st class CP teakwood with high gloss polyurethane polishing complete for waiting and Bar area	EACH	4.00		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
730	Supply of Sofa with Superior class fabric and 3M foam including polyurethane polish in high gloss finish for Entrance Area (4 Seater)	EACH	4.00		
740	Supply of Curtains with imported fabric in approved design complete as directed by EIC in Entrance / waiting area	EACH	5.00		
750	Replacement of upholstery and repair including polishing work complete - Sofa 6 seater	EACH	6.00		
760	Replacement of upholstery and repair including polishing work complete - Site Table	EACH	2.00		
770	Wiring for fan point light point exhaust fan point call bell point with 1.5 sqmm FRLS pvc insulated copper conductor single core cable in surface with modular switch modular plate G I box and earthing point with 1.5 sqmm FRLS pvc insulated copper conductor single core cable as required	POINTS	45.00		
780	Wiring for twin control light point with 1.5 sqmm FRLS pvc insulated copper conductor single core cable in surface/recessed steel conduit ,2 way modular switch,modular plate,suitable GI box and earthing the point with 1.5 sq. mm FRLS PVC insulated copper conductor single core etc. as required.	POINTS	10.00		
790	Supply and fixing of designer ceiling fan Orient make 48" sweep including connections etc complete as directed by EIC	EACH	5.00		
800	Supply and fixing of designer LED wall Light wipro or philips make including connections etc complete as directed by EIC	EACH	16.00		

Item No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Rate (Rs.) including all taxes but excluding GST (To be quoted by the Bidders)	Total Amount including all taxes but excluding GST (Rs.)
A	B	C	D	E	F=D*E
810	Providing and fixing in position 9 mm thick Pergo expression laminated floor of approved make with sound block, of plank having proloc joints tongue and groove to secure long lasting joints, as per approval by EIC.	SQUARE METER	28.00		
TOTAL ESTIMATED CONTRACT COST INCLUDING ALL TAXES BUT EXCLUDING GST (Rs.), I					
GST AMOUNT PAYABLE EXTRA ON TOTAL ESTIMATED CONTRACT PRICE (Rs.), II					
TOTAL EVALUATED CONTRACT COST INCLUDING ALL TAXES & GST (Rs.), III = I+II					
GST RATES CONSIDERED BY BIDDER IN ESTIMATED CONTRACT PRICE				CGST :	
				IGST :	
				SGST :	
SAC Code:					

Note: Comparison of techno-commercially acceptable offers will be done on Total evaluated contract cost, i.e. 'III' in above

(END OF SECTION-VII)

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)**INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. **When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of

the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

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

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

(END OF ANNEXURE-I)

**TECHNICAL EVALUATION SHEET FOR THE TENDER FOR INTERIOR
WORKS FOR RENOVATION/REFURBISHMENT OF FLAT NO. 90 AT
RESIDENTIAL COLONY, SECTOR 15-A, NOIDA**

Evaluation of the bids will be made by OIL as per following format:

Name of Agency : M/s _____

Date & Time of Presentation : _____ at _____

Sl. No.	Heading	Max Marks	Vendor's Score	Remarks
1	Creativity & Theme depiction	20		
2.	Concept, Design & layout	25		
3.	Exclusive Features	20		
4.	Ambience & facilities	20		
5.	Use of Environment Friendly and Energy Efficient materials	15		
	TOTAL	100		

Minimum Qualifying marks- 75% on total marks

Signature of the Member

Name : _____

(END OF ANNEXURE-II)

BID FORM

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

Sub: TENDER No. CLI5533L18

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”** (*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.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2017.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)**(Only exceptions/deviations to be rendered)**

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

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

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, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the Tender requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

Sub: OIL's TENDER No. CLI5533L18

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. **CLI5533L18** for **Renovation / refurbishment of Flat No. 90, OIL residential colony at Sector 15A, Noida.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL TENDER No. CLI5533L18

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. **CLI5533L18** for
**Renovation / refurbishment of Flat No. 90, OIL residential colony at Sector 15A,
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.

**[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:

Service Tax Registration Number:

Signature of Bidder with Official Seal

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, Duliajan, Assam, 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)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Validity of Bank Guarantee should be minimum 150 days from the date of Technical bid opening.

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited,
Plot No. 19, Sector-16 A,
Noida, U.P. - 201301

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

SAMPLE FORM OF AGREEMENT

THIS AGGREEMENT is made on the day of 2017, 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) Schedule of Rates,
 - f) Scope of Work & Other Conditions of Contract and
 - g) General Terms and Conditions
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: